

ASX Announcement

8 December 2023

92 Energy and ATHA enter into Scheme Implementation Deed as part of three-way Merger

Deal offers implied premium of 78% to 92E shareholders and will create a leading Canada-focused uranium exploration company with financial and technical capacity to unlock the full value of 92E's Gemini uranium discovery

KEY HIGHLIGHTS

- 92 Energy Limited and ATHA Energy Corp. have entered into a Scheme Implementation Deed under which CSE-listed ATHA proposes to acquire 100% of 92E via a Scheme of Arrangement
- Under the proposal, 92E shareholders will receive 0.5834 ATHA shares for every 92E share held on the Record Date, implying approximately A\$0.65¹ per 92E Share
- The proposal represents a premium of 78% to the closing 92E Share price on 7 December 2023 of A\$0.365 and 70% to 92 Energy's 30-day VWAP on 7 December 2023 of A\$0.382
- Concurrently, ATHA has entered a definitive agreement with Latitude Uranium Inc. under which ATHA proposes to acquire all of the issued and outstanding common shares of Latitude by way of a Canadian court-approved plan of arrangement
- Three-way merger combines complementary assets to create a leading Canada-focused uranium exploration company with multi-project exposure across Canada's top three uranium jurisdictions, representing the largest exploration portfolios in some of the highest-grade uranium districts in the world
- Merged group will have a significant cash balance of over C\$64², ensuring it is well-funded for aggressive exploration programs
- 92E shareholders will realise significant benefits from the merger by:
 - Immediate value realisation through a premium transaction

¹ Implied consideration per 92E share is based on ATHA's Subscription Receipt Offering offer price of C\$1.00 per ATHA share and an exchange rate of AUD:CAD 0.8975.

² Pro forma cash position post-completion of the Concurrent Financing.

- Maintaining exposure to the Gemini Discovery through a focused, Canadian-listed uranium vehicle
 - Immediate access to capital with over C\$64m of cash in the combined entity to fully fund a multi-faceted exploration program
 - Exposure to historical resources with district-scale expansion potential: Angilak Deposit (43.3 Mlbs 0.69% U₃O₈³) and CMB discoveries (14 Mlbs U₃O₈³)
 - Exposure to 7.1 million acres of exploration acreage spread across Canada's top three uranium jurisdictions, representing the largest exploration portfolios in some of the highest-grade uranium districts in the world
 - Becoming a shareholder in a significantly larger vehicle expected to improve the liquidity profile
 - Access to a high-quality team with deep knowledge of the Athabasca Basin and demonstrated track record in all facets of uranium exploration, development operations, and capital formation
- The 92E Board unanimously recommends the Scheme, with the 92E Directors confirming their intention to vote all 92E shares in which they have a relevant interest in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of 92E shareholders
 - 92E's two largest shareholders, IsoEnergy (~10.1%) and Sachem Cove (~4.92%), intend to vote their respective shareholdings in 92E in favour of the Scheme in the absence of a superior proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of 92E shareholders
 - The Scheme is subject to certain conditions, including 92E shareholders approving the Scheme, ATHA shareholders approving the Merger Transactions, no material adverse change or prescribed occurrence (each as defined in the SID) occurring in relation to either 92E or ATHA, the Latitude Arrangement Agreement and the Latitude Arrangement remaining on foot and receiving necessary Latitude shareholder and Canadian court and regulatory approvals
 - 92 Energy shareholders do not need to take any action at this time

92 Energy Ltd (ASX: 92E, OTCQX: NTELF) (**92E**) is pleased to announce it has entered a Scheme Implementation Deed (**SID**) with ATHA Energy Corp. (CSE: SASK) (FRA: X5U) (OTCQB: SASKF) (**ATHA**), under which the two companies propose to merge by way of a court-approved scheme of arrangement between 92E and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**).

³ This estimate is considered to be a "historical estimate" under National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* (**NI 43-101**) and is not considered by 92E to be current. This estimate is derived from a public source and is not reported in accordance with Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, the JORC Code 2012 Edition (**JORC Code**). A competent person has not done sufficient work to classify the estimate as a mineral resource in accordance with NI 43-101 or the JORC Code.



In addition to the Scheme, ATHA has entered into a definitive arrangement agreement (**Latitude Arrangement Agreement**) with Latitude Uranium Inc. (CSE: LUR) (**Latitude**) pursuant to which ATHA proposes to acquire all of the issued and outstanding common shares of Latitude by way of a court-approved plan of arrangement under the *Business Corporations Act (Ontario)* (**Latitude Arrangement**) (the Scheme and Latitude Arrangement together being the **Merger Transactions**).

On implementation of the Merger Transactions, the three companies will combine (**Merger**) to form a merged group (**Merged Group**), creating a leading Canada-focused uranium exploration company with multi-asset exposure across Canada's top three uranium jurisdictions, including a significant historical resource and the largest exploration portfolios in some of the highest-grade uranium districts in the world. The Merged Group will have a significant cash balance to fund aggressive exploration programs across the combined portfolio.

Further, ATHA intends to raise approximately C\$22.8 million in connection with completion of the Merger Transactions (**Concurrent Financing**) on the terms described below. Based on the Concurrent Financing, the pro forma cash position of the Merged Group will be C\$64 million.

ATHA is a mineral exploration company focused on the acquisition, exploration, and development of mineral resource properties. ATHA holds the largest cumulative exploration package in the Athabasca Basin, the world's most prominent basin for uranium discoveries, with 3.4 million acres along with a 10% carried interest portfolio of claims operated by NexGen Energy Ltd. (TSX: NXE) and IsoEnergy Ltd. (TSX-V: ISO).

Latitude is an exploration stage uranium company listed on the Canadian Securities Exchange (**CSE**) focused on the Angilak uranium project in Nunavut, Canada and the CMB uranium project located in Newfoundland and Labrador, Canada. Together, the Angilak and CMB projects host significant historical resources and are undergoing active district-scale uranium exploration programs to determine the potential to expand project corridors.

Assuming completion of the Merger Transactions, existing shareholders of ATHA, 92E and Latitude will hold approximately 49%, 25% and 25% of the Merged Group respectively, on a fully diluted in-the-money basis (not including any ATHA Shares issued under the Concurrent Financing).

Upon implementation of the Merger Transactions and completion of the Concurrent Financing, ATHA will have approximately 282.6 million ATHA Shares on issue (fully diluted in-the-money basis).

OUTLINE OF THE SCHEME

Under the terms of the Scheme, each 92E shareholder will receive 0.5834 new ATHA common shares (**ATHA Share**) for every one (1) fully paid ordinary 92E share (**92E Shares**) held on the Record Date.

The 92E Board unanimously recommends that 92E shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of 92E shareholders. Subject to those same qualifications, each 92E director intends to vote all 92E Shares in which they have



a relevant interest in favour of the Scheme. As at the date of this announcement, the 92E Board collectively holds 4.08% of the 92E Shares on issue.⁴

92E's two largest shareholders, IsoEnergy Ltd (~10.1%) and Sachem Cove (~4.92%), intend to vote their respective shareholdings in 92E in favour of the Scheme in the absence of a superior proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of 92E shareholders.

92E's Managing Director, Siobhan Lancaster, said: *"This merger creates substantial, rapid value for 92E shareholders. The deal will deliver a significant premium to 92E shareholders while also giving them the opportunity to be part of the premier Canadian uranium explorer with outstanding growth potential underpinned by a significant discovery, immense exploration upside, robust funding, highly regarded management and extensive local contact network."*

ATHA's CEO, Troy Boisjoli, said: *"We are thrilled for ATHA to have such an incredible opportunity to create Canada's premier exploration company during a period where the world's increasing adoption of nuclear energy is calling for new supplies of uranium. By combining highly complimentary exploration assets from across the exploration risk curve in top-tier Canadian mining jurisdictions, we believe the combined entity will own one of the most complete portfolios of uranium assets in the entire sector and are thrilled to be able to leverage the combined team's technical and financial resources to maximize the value of this opportunity."*

Latitude's CEO, John Jentz, said: *"We are very excited to be part of such a transformative transaction to create an unparalleled uranium exploration company focused on Canada's three major uranium districts. The benefits for LUR shareholders are clear, an immediate increase in value combined with ongoing exposure to one of the most robust portfolios of high-upside uranium assets in the entire sector. The combined company will be fully funded with C\$64 million² in cash and boasts a suite of highly complementary uranium assets across the exploration spectrum. The combined company will have increased scale and prospectivity and we believe it will be a go-to name in the uranium exploration industry."*

STRATEGIC RATIONALE AND MERGER HIGHLIGHTS

Focused, Canadian-listed uranium vehicle with significant historical resources and the largest exploration portfolios some of the highest grade uranium districts in the world

- A synergistic merger that brings together three Canada-focused uranium exploration companies with complimentary assets under a single, Canadian-listed uranium vehicle
- Multi-asset exposure across Canada's top three uranium jurisdictions, representing the largest exploration portfolios in some of the highest grade uranium districts in the world
- Combines the Gemini Discovery with historical resources of 43.3 Mlb U₃O₈³ (Angilak project in Nunavut), 3.6 million acres of exploration land which is subject to the largest ever EM program in the Athabasca Basin, and 1.3 million acres of greenfield exploration assets in the Thelon Basin

⁴ Pro forma amount including the 283,334 92E Shares to be issued as approved at the 2023 Annual General Meeting.



- Creates a leading vehicle for uranium exploration exposure during a critical point in the uranium cycle with a range of catalysts from greenfield exploration programs at unprecedented scale to post-discovery corridor expansion
- Additional upside to major developers with 10% carried interest on key parts of NexGen and IsoEnergy land, which is actively being explored

Fully funded exploration programs

- Significant pro forma cash balance of over C\$64m in the Merged Group (post-Concurrent Financing) that fully funds aggressive exploration and mineral expansion programs for one of the most comprehensive uranium exploration portfolios in North America
- Significant opportunity to increase mineralisation with expansion drilling

Exceptional team with global reach and demonstrated track record

- Amalgamated board and management have decades of experience, with a demonstrated track record in all facets of uranium exploration, development operations, and capital formation
- Notable uranium development experience from Cameco, NexGen Energy and Extract Resources

Enhanced capital markets profile

- Advanced exploration status and larger market capitalisation expected to enhance liquidity profile for greater access to institutional investors

POTENTIAL BENEFITS FOR 92E SHAREHOLDERS FROM THE MERGER

Immediate value realisation at a premium via a synergistic merger transaction

- 92E shareholders to receive 0.5834 new common shares in ATHA for every 92E Share held on the Record Date, implying approximately A\$0.65¹ per 92E Share, a 78% premium to 92E's 30-day VWAP as at 7 December 2023 and a 70% premium to 92E's closing share price on 7 December 2023

Opportunity to become a shareholder in a larger, more liquid vehicle with a Canadian listing

- 92E shareholders can expect to benefit from increased levels of trading liquidity and enhanced market positioning



Maintaining exposure to the Gemini Discovery through a focused, listed uranium vehicle

- The Merger provides 92E shareholders with an aggregate approximate 25.4%⁵ interest in a larger CSE-listed uranium exploration company, whilst retaining exposure to the Gemini Discovery
- ATHA has operational experience and exploration expertise to expedite Gemini exploration

Immediate access to capital with over C\$64m² of cash in the combined entity to fully fund a multi-faceted exploration program

- Assumes a C\$22.8m financing in connection with the Merger Transactions
- Combined entity to expeditiously accelerate exploration programs across the combined project portfolio
- The Merger reduces any potential, future dilution for 92E shareholders in connection with funding future exploration/development activity at Gemini
- Access to one of the largest databases of geophysics, geochemistry and geology in the Athabasca Basin

ADDITIONAL TRANSACTION DETAILS

Key conditions to the implementation of the Scheme include, amongst others:

1. 92E shareholders approving the Scheme;
2. ATHA shareholders approving the Merger Transactions;
3. necessary regulatory approvals;
4. Court approval of the Scheme;
5. an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of 92E shareholders;
6. no material adverse change or prescribed occurrence (each as defined in the SID) occurring in relation to either 92E or ATHA;
7. the Latitude Arrangement Agreement and the Latitude Arrangement remaining on foot and receiving necessary Latitude shareholder and Canadian court and regulatory approvals; and
8. other conditions customary for a public transaction of this nature.

⁵ On a fully-diluted in-the-money basis and assuming each Latitude Shareholder receives 0.2769 New ATHA Shares under the Latitude Arrangement (pre-Concurrent Financing).



The SID includes standard exclusivity arrangements (including “no shop”, “no talk” and “no due diligence” restrictions and notification obligations) in favour of both parties, a “notification” and “matching right” in favour of both parties and a break fee regime in favour of both parties. The exclusivity arrangements are subject to customary exceptions that enable the directors of ATHA and 92E to comply with their respective fiduciary and / or statutory duties.

92E shareholders whose entitlement to the ATHA Shares as Scheme consideration will be 100,000 ATHA Shares or less can elect to be treated as “Selling Scheme Participants”, and have the Sale Agent (as defined in the SID) sell their ATHA Shares on their behalf and receive cash (after deduction of certain costs) for their ATHA Shares. Full details regarding the treatment of Selling Scheme Participants are described in the SID.

92E optionholders who exercise their 92E options prior to the record date will be entitled to participate in the Scheme. 92E and ATHA will enter into option cancellation deeds with holders of 92E options pursuant to which the options will, subject to the Scheme being approved and becoming effective, be cancelled for ATHA Shares based on an intrinsic valuation methodology.

Furthermore, approximately 2.775 million 92E performance rights will vest and, upon conversion as 92E Shares, will form part of the Scheme.⁶

Full details of the terms and conditions of the Scheme are set out in the SID, a copy of which is attached to this announcement.

Further details of the terms and conditions of the Merger Transactions are set out in ATHA’s transaction announcement, which can be accessed [here](#) or which is available under the SEDAR+ profile of ATHA at www.sedarplus.ca.

LATITUDE ARRANGEMENT

Latitude Arrangement Terms

Under the terms of the Latitude Arrangement, Latitude shareholders will receive 0.2769 ATHA Shares for each Latitude Share held (**Latitude Exchange Ratio**). Based upon ATHA’s reference price of C\$1.00 (being the offer price under the Subscription Receipt Offering), the implied consideration per Latitude Share is C\$0.28, representing a 68% premium to Latitude’s closing price on 6 December 2023.

Additionally, each incentive stock option of Latitude will be exchanged for incentive stock options of ATHA on substantially the same basis as the Latitude Exchange Ratio.

The Latitude Arrangement will be effected by way of a court-approved plan of arrangement pursuant to the *Business Corporations Act* (Ontario).

The Latitude Arrangement Agreement includes customary representations and warranties for a transaction of this nature as well as customary interim period covenants regarding the operation of ATHA and Latitude’s respective businesses. The Latitude Arrangement Agreement also provides for customary deal-protection measures, including a C\$1,887,357 termination fee payable by Latitude or ATHA in certain circumstances. In addition to shareholder and court

⁶ Assumes 500,000 performance rights approved at 92E’s 2023 Annual General Meeting are issued.



approvals, completion of the Latitude Arrangement is subject to applicable regulatory approvals, including, but not limited to, CSE approval and the satisfaction of certain other closing conditions customary for transactions of this nature. Completion of the Latitude Arrangement is not subject to the completion of the 92E Scheme.

Subject to the satisfaction of these conditions, ATHA and Latitude expect that the Latitude Arrangement will be completed in the first quarter of 2024.

Details regarding these and other terms of the Latitude Arrangement and are set out in the Latitude Arrangement Agreement, which will be available under the SEDAR+ profiles of ATHA and Latitude Uranium at www.sedarplus.ca.

Latitude Meeting and Recommendation of the Latitude Board

The Latitude Arrangement requires:

1. the approval of the Ontario Superior Court of Justice (Commercial List); and
2. the approval of:
 - a. 66 2/3% of the votes cast on the Latitude Arrangement Resolution by the Latitude Shareholders; and
 - b. if required, a simple majority of the votes cast on the Latitude Arrangement Resolution by Latitude Shareholders, excluding Latitude Shares held or controlled by persons described in terms (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*,

at the special meeting of Latitude Shareholders to be held to consider the Latitude Arrangement (**Latitude Meeting**).

Each of the directors and executive officers of Latitude, together with IsoEnergy Ltd, representing an aggregate of approximately 16.2% of the issued and outstanding Latitude Shares, have entered into voting support agreements with ATHA, pursuant to which they have agreed, among other things, to vote their Latitude Shares in favour of the Latitude Arrangement Resolution at the Latitude Meeting.

After consultation with its financial and legal advisors, the board of directors of Latitude (**Latitude Board**) unanimously determined that the Latitude Arrangement is in the best interests of Latitude and approved the Latitude Arrangement Agreement. Accordingly, the Latitude Board unanimously recommends that Latitude Shareholders vote in favour of the Latitude Resolution to approve the Latitude Arrangement.

PI Financial Corp. and Red Cloud Securities Inc. have each provided a fairness opinion to the Latitude Board, stating that, as of the date of such opinion, and based upon and subject to the assumptions, limitations and qualifications stated in such opinion, the consideration to the Latitude Shareholders under the Latitude Arrangement Resolution is fair, from a financial point of view, to Latitude Shareholders (**Latitude Fairness Opinions**).



The full text of the Latitude Fairness Opinions, which describe, among other things, the assumptions made, procedures followed, factors considered and limitations and qualifications on the review undertaken, and the terms and conditions of the Latitude Arrangement, will be included in the management information circular of Latitude, which is expected to take place in the first quarter of 2024.

ATHA Meeting and Recommendation of the ATHA Board

The issuance of ATHA Shares by ATHA in connection with the Merger Transactions is subject to the approval of a majority of the votes cast by ATHA Shareholders at a special shareholders' meeting of ATHA (**ATHA Transactions Resolution(s)**).

As a condition to the Scheme, ATHA is required to procure that each of the ATHA directors and executive officers, together with the New Saskatchewan Syndicate, representing an aggregate of approximately 32% of the issued and outstanding ATHA Shares, will enter into voting support agreements to vote their ATHA Shares in favour of the ATHA Transactions Resolution(s).

After consultation with its financial and legal advisors, the ATHA board of directors (**ATHA Board**) unanimously determined that the Merger Transactions are in the best interests of ATHA and approved the Latitude Arrangement Agreement and Scheme. Accordingly, the ATHA Board unanimously recommends that, in the absence of a superior proposal, ATHA shareholders vote in favour of the ATHA Transactions Resolution(s).

Eight Capital provided a fairness opinion to the ATHA Board stating that, as of the date of such opinion, and based upon and subject to the considerations, assumptions, limitations and qualifications set out therein, the consideration to be provided under each of the Scheme and Latitude Arrangement is fair, from a financial point of view, to ATHA.

LEADERSHIP AND INTEGRATION

Latitude's Troy Boisjoli will be the company's CEO, and 92E's Siobhan Lancaster will be an Executive Director of the Merged Group.

The Merged Group's board of directors (**MergeCo Board**) will consist of up to six directors as follows: Mike Castanho (Chairman), Jeffrey Barber, Sean Kallir, Doug Engdahl, Siobhan Lancaster, and another individual to be determined by ATHA and Latitude, upon completion of the Concurrent Financing. ATHA shall take such necessary steps as may be required to permit the constitution of MergeCo Board including obtaining the approval of ATHA Shareholders with respect to the increase to the size of MergeCo Board at the ATHA Meeting.

CONCURRENT FINANCING

In connection with the Merger Transactions, ATHA has entered into an agreement with Eight Capital, as co-lead agent and joint bookrunners with Canaccord Genuity Corp. (together with a syndicate of agents, the **Agents**) in connection with a "best efforts" private placement of: (i) up to a combination of up to 12,000,000 charitable federal flow-through ATHA Shares (the **ATHA Federal CFT Shares**) and charitable Saskatchewan flow-through ATHA Shares (the **ATHA Saskatchewan CFT Shares** and, together with the ATHA Federal CFT Shares, the **Offered Shares**) at an issue price of C\$1.57 per ATHA Federal CFT Share and C\$1.75 per ATHA Saskatchewan CFT Share respectively (the **CFT Offering**); and (ii) up to 4,000,000 subscription



receipts of ATHA (the **Subscription Receipts**) at an issue price of C\$1.00 per Subscription Receipt (the **Subscription Receipt Offering** and together with the CFT Offering, the **Concurrent Financing**) for aggregate gross proceeds of up to C\$18,840,000 assuming all of the Offered Shares are issued as ATHA Federal CFT Shares.

The Agents will have an option (the **Agents' Option**) to increase the size of the CFT Offering by up to 15% through the sale of up to 1,800,000 additional Offered Shares at the requisite price, which Agents' Option is exercisable, in whole or in part, at any time up to 48 hours prior to closing of the Concurrent Financing.

Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on part of the holder thereof, on or about the date both Merger Transactions are completed, one ATHA Share.

The net proceeds of the Concurrent Financing will be used to advance exploration and development of ATHA's uranium assets, as well as for working capital and general corporate purposes.

The Concurrent Financing is expected to close on or about 28 December 2023, with the gross proceeds of the Subscription Receipt Offering to be held in escrow pending the satisfaction of customary escrow release conditions.

The Concurrent Financing is subject to customary closing conditions, including the approval of the securities' regulatory authorities and the CSE.

TIMETABLE AND NEXT STEPS

92E shareholders do not need to take any action in relation to the Scheme at this stage.

A Scheme Booklet containing information in relation to the Scheme including the basis for the 92E Board's unanimous recommendation, an Independent Expert's Report and details of the Scheme is expected to be circulated to all 92E shareholders in February 2024.

An indicative timetable is set out below*:

Event	Date
92E to lodge Scheme Booklet with ASIC	Late January / Early February 2024
Interim Approval of Latitude Arrangement by Canadian Court	January 2024
First Court Hearing to convene Scheme Meeting; dispatch Scheme Booklet to shareholders	Mid-February 2024
Latitude Shareholders Meeting	March 2024
ATHA Shareholders Meeting	March 2024
Scheme Meeting	Late March 2024



Second Court Hearing to approve Scheme	Early April 2024
Effective Date	April 2024
Record Date	April 2024
Implementation Date for Scheme	April 2024

**All dates are indicative only and subject to change, necessary approvals and court availability.*

Advisers

Canaccord Genuity is acting as financial adviser to 92E. Thomson Geer is acting as Australian legal adviser and Stikeman Elliott as Canadian legal advisor to 92E in relation to the Merger.

This announcement is authorised for release by the Board of 92 Energy Limited.

-ENDS-

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ABOUT 92 Energy Limited

92 Energy Limited (**ASX:92E, OTCX: NTELF**) is an Australian, ASX listed, uranium exploration company targeting high-grade unconformity-associated uranium in the prolific Athabasca Basin, Saskatchewan, Canada. On the fourth hole of its inaugural exploration drilling program, 92 Energy made a uranium discovery at its Gemini Project, known as the Gemini uranium discovery or 'GMZ'. The Gemini uranium discovery is a near-surface basement-hosted uranium discovery.

The Company owns a 100% interest in its 58 mineral claims in the world-class Athabasca Basin. These 58 claims make up the Company's 9 projects, namely Gemini, Tower, Clover, Powerline Creek, Wares, Wormboiler, Snowbird, Cable and Murphy.

www.92energy.com

Forward Looking Statements

Some statements in this announcement regarding estimates or future events are forward-looking statements. Forward-looking statements include, but are not limited to, statements preceded by words such as "planned", "expected", "projected", "estimated", "may", "scheduled", "intends", "anticipates", "believes", "potential", "could", "nominal", "conceptual" and similar expressions. Forward-looking statements, opinions and estimates included in this announcement are based on assumptions and contingencies which are subject to change without notice, as are statements about market and industry trends, which are based on interpretations of current market conditions. Statements regarding plans with respect to the Company's mineral properties may also contain forward looking statements.

Forward-looking statements are provided as a general guide only and should not be relied on as a guarantee of future performance. Forward-looking statements may be affected by a range of variables that could cause actual results to differ from estimated results expressed or implied by such forward-looking statements. These risks and uncertainties include but are not limited to liabilities inherent in exploration and development activities, geological, mining, processing and technical problems, the inability to obtain exploration and mine licenses, permits and other regulatory approvals required in connection with operations, competition for among other things, capital, undeveloped lands and skilled personnel; incorrect assessments of prospectivity and the value of acquisitions; the inability to identify further mineralisation at the Company's tenements, changes in commodity prices and exchange rates; currency and interest rate fluctuations; various events which could disrupt exploration and development activities, operations and/or the transportation of mineral products, including labour stoppages and severe weather conditions; the demand for and availability of transportation services; the ability to secure adequate financing and management's ability to anticipate and manage the foregoing factors and risks and various other risks. There can be no assurance that forward-looking statements will prove to be correct.

Not an offer of securities

This announcement has been prepared for publication in Australia and may not be released to US wire services or distributed in the United States. This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction. Any securities described in this announcement have not been, and will not be, registered under the US Securities Act of 1933 and may not be offered or sold in the United States except in transactions registered under the US Securities Act or exempt from, or not subject to, the registration of the US Securities Act and applicable US state securities laws.

Scheme Implementation Deed

between

92 Energy Limited
ACN 639 228 550
(92 Energy)

and

Atha Energy Corp.
(Atha)

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This deed is made on

7 December 2023

between **92 Energy Limited** ACN 639 228 550 of Level 3, The Read Buildings, 16 Milligan Street Perth WA 6000 (**92 Energy**)

and **Atha Energy Corp** of 1250 1066 Hastings St. W, Vancouver, British Columbia, V6E 3X1 (**Atha**)

Background

- A Atha wishes to acquire all of the 92 Energy Shares.
- B 92 Energy and Atha have agreed that:
 - (i) 92 Energy will propose a members' scheme of arrangement pursuant to which Atha will acquire all of the Scheme Shares; and
 - (ii) 92 Energy and Atha will implement the Scheme on the terms and conditions of this deed.
- C Atha also wishes to acquire all of the Latitude Shares.
- D Immediately prior to or concurrent with the implementation of the Scheme, Latitude and Atha will implement the Latitude Transaction on the terms and conditions of the Latitude Arrangement Agreement pursuant to which Atha will acquire all of the Latitude Shares.
- E Each party acknowledges that implementation of the Scheme and the Latitude Transaction are inter-conditional and will be completed on or prior to the Implementation Date in accordance with this deed, the Scheme, the Latitude Arrangement Agreement and the Latitude Transaction.

Agreed Terms

1 Interpretation

1.1 Definitions

In this deed the following terms shall bear the following meanings:

92 Energy Board means the board of directors of 92 Energy from time to time.

92 Energy Budget means the document titled "92 Energy FY24 Budget" as disclosed in the 92 Energy Disclosure Materials.

92 Energy Circular Information means the information concerning 92 Energy required by applicable law or the CSE Listing Rules to be included in the Atha Circular.

92 Energy Competing Transaction means any bona fide proposal, agreement, arrangement, transaction or offer received by a party from a Third Party (whether in writing or otherwise) which, if entered into or completed substantially in accordance with its terms, would result in:

- (a) a Third Party (either alone or together with their Associates) directly or indirectly:
 - (i) acquiring a Relevant Interest in, becoming the holder of, or otherwise having a right to acquire a legal, beneficial or economic interest in 20% or more of 92 Energy Shares or of the securities of a member of the 92 Energy Group;

- (ii) entering into, buying, disposing of, terminating or otherwise dealing with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of 92 Energy Shares or of the securities of a member of the 92 Energy Group;
- (iii) acquiring, becoming the holder of, obtaining a right to acquire or holding or obtaining an interest (including a legal, beneficial or economic interest) in all or a substantial part or material part of the business conducted by, or property or assets of, 92 Energy or a member of the 92 Energy Group;
- (iv) acquiring Control of 92 Energy or a member of the 92 Energy Group;
- (v) otherwise acquiring, or merging with, 92 Energy or a member of the 92 Energy Group;
- (vi) otherwise proposing a transaction substantially similar in commercial and/or economic effect to 92 Energy entering into the Transaction; or
- (vii) requiring 92 Energy to abandon, or otherwise fail to proceed with, the Transaction,

including by way of takeover bid, shareholder approved acquisition, members' or creditors' scheme of arrangement, capital reduction, share buy-back or repurchase, sale of assets, sale or purchase of securities or assets, assignment of assets and liabilities, strategic alliance, dual listed company structure or joint venture or synthetic merger, deed of company arrangement, any debt for equity arrangement or other transaction or arrangement, or a series of any of the foregoing; or

- (b) the Scheme not being able to be implemented substantially on the basis set out in this deed.

The variation of any proposal or offer constitutes a new proposal or offer for the purposes of this definition.

92 Energy Costs has the meaning given to that term in clause 10.1(b)(i).

92 Energy Data Room means the data room made available by 92 Energy to Atha accessible through SharePoint as at 9:00am on the date two Business Days prior to the Execution Date.

92 Energy Director means a director of 92 Energy from time to time.

92 Energy Disclosure Materials means the information in relation to the 92 Energy Group Fairly Disclosed in writing by or on behalf of 92 Energy to Atha and its Representatives prior to the Execution Date in the 92 Energy Data Room.

92 Energy Financial Statements means:

- (a) the reviewed consolidated statement of financial position, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows of 92 Energy for the half year ended 31 December 2022; and
- (b) the audited consolidated statement of financial position, the audited consolidated statement of profit or loss and other comprehensive income, the audited consolidated statement of changes in equity and the audited consolidated statement of cash flows of 92 Energy for the year ended 30 June 2023,

together with the accompanying notes.

92 Energy Group means 92 Energy and its Subsidiaries.

92 Energy Indemnified Party means any member of the 92 Energy Group, or any director, officer or employee of any member of the 92 Energy Group.

92 Energy Information means:

- (a) all information included in the Scheme Booklet other than the Atha Information, the Latitude Information and the Independent Expert's Report; and
- (b) the information relating to the 92 Energy Group provided in writing by or on behalf of 92 Energy to Atha to enable applications for Regulatory Approvals to be made.

92 Energy Material Adverse Event means a change, event, fact, circumstance, occurrence or matter that occurs, is announced, is disclosed or otherwise becomes known to the 92 Energy Board or the Atha Board (whether it becomes public or not) after the Execution Date which (whether individually or when aggregated with all such changes, events, facts, circumstances, occurrences, information or matters) has had or is reasonably like to have a material adverse effect on the tenements held by 92 Energy, including the status or terms of (or rights attaching to) the tenements, or the ability of the owner of the tenements to exploit them, other than any event, occurrence, change, condition, matter, circumstance or thing:

- (a) required or expressly permitted by this deed or the Scheme;
- (b) Fairly Disclosed in the 92 Energy Disclosure Materials;
- (c) Fairly Disclosed in public filings of 92 Energy on ASX in the 12 months before the Execution Date;
- (d) approved by written consent of Atha;
- (e) resulting from any actual or announced change to any applicable law, any judicial or administrative interpretation of the law or any practice or policy of a Government Agency, including in relation to Tax;
- (f) arising as a result of any actual or announced change in Accounting Standards or the JORC Code or the interpretation of Accounting Standards or the JORC Code;
- (g) arising as a result of any changes in general economic, industry, regulatory or political conditions or the securities or other capital markets;
- (h) arising as a result of any geopolitical conditions, hostilities, civil or political unrest, any acts of war, sabotage, cyberattack or terrorism (including any outbreak, escalation or worsening of any of the foregoing);
- (i) arising from any epidemic, pandemic, lightning, storm, flood, fire, seismic event or explosion, cyclone, tidal wave, landslide, natural disaster or adverse weather conditions or the like;
- (j) arising as a result of the execution, announcement or performance of this deed or the Scheme in accordance with its terms; or
- (k) arising as a result of any change or fluctuation in taxation rate, interest rates, commodity prices or exchange rates,

except, in the case of each of the matters contemplated in paragraphs (e), (f), (g), (h), (i) and (k), if the effects of such event, occurrence, change, condition, matter, circumstance or thing are, or would be considered reasonably likely to be, disproportionately adverse to the 92 Energy Group as compared to the effects on other comparable companies in the same industries as the 92 Energy Group, then those effects are excluded from the matters contemplated in paragraphs (e), (f), (g), (h), (i) and (k) (as applicable) only to the extent of such disproportionate effect and not in their entirety.

92 Energy Option means an unlisted option issued by 92 Energy to acquire a 92 Energy Share).

92 Energy Optionholder means a person who is registered in the 92 Energy Option Register as the holder of one or more 92 Energy Options, from time to time.

92 Energy Option Register means the register of 92 Energy Optionholders maintained by or on behalf of 92 Energy in accordance with the Corporations Act.

92 Energy Performance Rights means a performance right issued by 92 Energy to, subject to vesting conditions, acquire a 92 Energy Share.

92 Energy Performance Rightsholder means a person who is registered in the 92 Energy Performance Rights Register as the holder of one or more 92 Energy Performance Rights, from time to time.

92 Energy Performance Rights Register means the register of 92 Energy Performance Rightsholders maintained by or on behalf of 92 Energy in accordance with the Corporations Act.

92 Energy Prescribed Occurrence means other than:

- (a) as expressly required or permitted by this deed, the Scheme or the transactions contemplated by these;
- (b) Fairly Disclosed in public filings of 92 Energy on ASX in the 12 months before the Execution Date;
- (c) required by law or by an order of a court or Regulatory Authority;
- (d) Fairly Disclosed in the 92 Energy Disclosure Materials; or
- (e) approved by written consent of Atha,

the occurrence of any of the following on or after the Execution Date:

- (f) 92 Energy converting all or any of its shares into a larger or smaller number of shares;
- (g) any member of the 92 Energy Group resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (h) any member of the 92 Energy Group:
 - (i) entering into a buy-back agreement; or
 - (ii) resolving to approve the terms of a buy-back agreement;
- (i) a member of the 92 Energy Group issuing securities, including without limitation shares, or granting options or convertible securities, or agreeing to make an issue of or grant an option over shares, other than an issue of shares upon the exercise of 92 Energy Options or 92 Energy Performance Rights on issue prior to the Execution Date in the ordinary course in accordance with their terms and as Fairly Disclosed in the 92 Energy Disclosure Materials as securities to be issued following the Execution Date;
- (j) a member of the 92 Energy Group issuing or agreeing to issue securities convertible into, or giving rights to be issued, 92 Energy Shares, including pursuant to a dividend reinvestment or other share plan;
- (k) any member of the 92 Energy Group declaring, paying or distributing or incurs a liability to make or pay any dividend, bonus or other share of its profits, income or assets or returning or agreeing to return any capital to its members;

- (l) a member of the 92 Energy Group disposing, or agreeing to dispose, of the whole or a substantial part, of its business or property or ceases or threatens to cease to, carry on the business conducted as at the Execution Date;
- (m) a member of the 92 Energy Group creating, or agreeing to create, any Encumbrance over the whole, or a substantial part, of its business or property other than a lien which arises by operation of law or legislation securing an obligation that is not yet due;
- (n) a member of the 92 Energy Group waiving, releasing or assigning any material rights, claims or benefits of 92 Energy or any members of the 92 Energy Group;
- (o) a Regulatory Authority issuing a temporary or permanent cease trading order prohibiting the trading in any class of securities of 92 Energy that has not been lifted or remedied by 8.00am on the Second Court Date;
- (p) an Insolvency Event occurs in relation to a member of the 92 Energy Group; or
- (q) any variation of an individual budgeted line item or the aggregated budget line items by more than 50% from that in the 92 Energy Budget (provided that Atha must not unreasonably withhold or delay its consent to any such variation if notified in writing of the proposed variation by 92 Energy and the variation is to accommodate additional exploration activities).

92 Energy Reimbursement Fee Amount means \$690,000.

92 Energy Representations and Warranties means the representations and warranties of 92 Energy set out in Schedule 2.

92 Energy Share means a fully paid ordinary share in the capital of 92 Energy.

92 Energy Share Register means the register of 92 Energy Shareholders maintained by or on behalf of 92 Energy in accordance with the Corporations Act.

92 Energy Shareholder means a person who is registered in the 92 Energy Share Register as the holder of one or more 92 Energy Shares, from time to time.

92 Energy Superior Proposal means a bona fide 92 Energy Competing Transaction that has not been withdrawn and that:

- (a) did not result from a breach by 92 Energy or any of its Representatives of any provisions of clause 8;
- (b) is made by a Third Party pursuant to which such Third Party (or in a merger or consolidation involving such Third Party, the shareholders of such Third Party) would acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, scheme of arrangement, business combination, consolidation, liquidation, winding-up or similar transaction, 100% of the 92 Energy Shares or all or substantially all of the assets of the 92 Energy Group;
- (c) complies with all applicable laws; and
- (d) the 92 Energy Board, acting in good faith, and after taking written advice from its external legal advisers and in consultation with its financial advisors, determines:
 - (i) is reasonably capable of being completed on a timely basis, taking into account all aspects of the 92 Energy Competing Transaction and the person making it, including without limitation having regard to timing considerations, legal, regulatory and financial matters and any conditions precedent; and
 - (ii) would or would be reasonably likely, if completed in accordance with its terms, to be more favourable to 92 Energy Shareholders than the Scheme,

after taking into account all of the terms and conditions of (including consideration, conditionality, funding, certainty and timing), and the identity, reputation and standing of the person making, the 92 Energy Competing Transaction,

and solely for this definition of 92 Energy Superior Proposal, the reference to '20% or more' in paragraphs (a)(i) and (a)(ii) of the definition of 92 Energy Competing Transaction is replaced with '100%'.

92 Energy Tenements means the tenements as set out in Schedule 6.

Accounting Standards means:

- (a) when used in relation to the 92 Energy Group:
 - (i) the requirements of the Corporations Act relevant to the preparation and contents of financial reports;
 - (ii) the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretation issued by the Australian Accounting Standards Board; and
 - (i) the accounting standards approved under the Uniform Act on Accounting Law and Financial Reporting;
- (b) when used in relation to Atha, means the International Financial Reporting Standards as issued by the International Accounting Standards Board; and
- (c) generally accepted accounting principles that are consistently applied, except those inconsistent with the standards or requirements referred to in paragraph (a) (in the case of 92 Energy) and paragraph (b) (in the case of Atha).

AEST means Australian Eastern Standard Time.

Affiliate means, in relation to any specified person (other than a natural person), any other person (which shall include a natural person) directly or indirectly Controlling or Controlled by such specified person or under direct or indirect common control with such specified person.

Agreed Public Announcements means the announcement of each party in a form agreed between the parties prior to execution of this deed, to be released by 92 Energy pursuant to clauses 6.2(a) and 15.1 and Atha pursuant to clauses 6.3(k) and 15.1.

Anti-Corruption Laws means any law or regulation in the applicable jurisdiction regarding bribery or any other corrupt activity, including:

- (a) the *Australian Crimes Act 1914* (Cth) (and the applicable regulations thereunder); and
- (b) the *Corruption of Foreign Public Officials Act* (Canada) (and the applicable regulations promulgated thereunder).

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to that term in the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as the context requires.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

Atha Board means the board of directors of Atha from time to time.

Atha Budget means the document titled "Atha FY24 Budget" as disclosed in the Atha Disclosure Materials.

Atha Circular means the management information circular of Atha to be sent to Atha Shareholders in connection with the Atha Meeting.

Atha Circular Information means the information included in the Atha Circular that is not 92 Energy Circular Information or Latitude Circular Information.

Atha Competing Transaction means any bona fide proposal, agreement, arrangement, transaction or offer received by a party from a Third Party (whether in writing or otherwise) which, if entered into or completed substantially in accordance with its terms, would result in:

- (a) a Third Party (either alone or together with their Associates) directly or indirectly:
 - (i) acquiring a Relevant Interest in, becoming the holder of, or otherwise having a right to acquire a legal, beneficial or economic interest in 20% or more of Atha Shares or of the securities of a member of the Atha Group;
 - (ii) entering into, buying, disposing of, terminating or otherwise dealing with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of Atha Shares or of the securities of a member of the Atha Group;
 - (iii) acquiring, becoming the holder of, obtaining a right to acquire or holding or obtaining an interest (including a legal, beneficial or economic interest) in all or a substantial part or material part of the business conducted by, or property or assets of, Atha or a member of the Atha Group;
 - (iv) acquiring Control of Atha or a member of the Atha Group;
 - (v) otherwise acquiring, or merging with, Atha or a member of the Atha Group;
 - (vi) otherwise proposing a transaction substantially similar in commercial and/or economic effect to Atha entering into the Transaction,

including by way of takeover bid, shareholder approved acquisition, members' or creditors' scheme of arrangement, capital reduction, share buy-back or repurchase, sale of assets, sale or purchase of securities or assets, assignment of assets and liabilities, strategic alliance, dual listed company structure or joint venture or synthetic merger, deed of company arrangement, any debt for equity arrangement or other transaction or arrangement, or a series of any of the foregoing; or
- (b) the Scheme not being able to be implemented substantially on the basis set out in this deed.

The variation of any proposal or offer constitutes a new proposal or offer for the purposes of this definition. For the avoidance of doubt, neither the Atha Equity Raise nor the Latitude Transaction will constitute an Atha Competing Transaction.

Atha Costs has the meaning given to that term in clause 9.1(b)(i).

Atha Data Room means the data room made available by Atha to 92 Energy accessible through iManage Share as at 9:00am on the date two Business Days prior to the Execution Date.

Atha Disclosure Materials means the information in relation to the Atha Group Fairly Disclosed in writing by or on behalf to Atha to 92 Energy and its Representatives prior to the Execution Date in the Atha Data Room. In the interest of clarity, Atha Disclosure Materials will not include any information in relation to the Latitude Group.

Atha Equity Raising means the proposed issue of Atha Shares and subscription receipts of Atha, with each such subscription receipt of Atha convertible into one Atha Share at an issue price of not less than C\$0.90 per Atha Share, for aggregate gross proceeds of not less than C\$12,000,000 and up to C\$25,000,000, to be announced by Atha on the Execution Date.

Atha Equity Raising Agreements means the agreements to be entered into between investors to the Atha Equity Raising and Atha, in the form approved by 92 Energy, acting reasonably.

Atha Financial Statements means:

- (a) the audited consolidated statement of financial position, the consolidated statement of loss and comprehensive loss, the consolidated statement of shareholders' equity and the consolidated statement of cash flows of Atha for the year ended 31 December 2022; and
- (b) the unaudited consolidated statement of financial position, the consolidated statement of loss and comprehensive loss, the consolidated statement of shareholders' equity and the consolidated statement of cash flows of 92 Energy for the six months ended 30 June 2023,

together with the accompanying notes

Atha Group means Atha and Atha (NU).

Atha Indemnified Party means any member of the Atha Group, or any director, officer or employee of any member of the Atha Group.

Atha Information means the information relating to the Atha Group provided in writing by or on behalf of Atha to 92 Energy:

- (a) for inclusion in the Scheme Booklet, being:
 - (i) any letter from Atha's Chief Executive Officer;
 - (ii) information about any applicable member of the Atha Group (including information about Atha's intentions for the Atha Group post acquisition of 92 Energy pursuant to the Scheme), the businesses of Atha, Atha's interests and dealings in 92 Energy Shares, Atha's intentions for 92 Energy and 92 Energy's employees and Atha's funding; and
 - (iii) any other information:
 - (A) required to be provided by Atha and included in the Scheme Booklet to enable the Scheme Booklet to be prepared and completed in compliance with all applicable laws; and
 - (B) that the parties agree is "Atha Information" and that is identified as such in the Scheme Booklet;
- (b) to enable applications for Regulatory Approvals to be made; and
- (c) otherwise in compliance with Atha's obligations under clauses 6.3(a) and 6.3(c),

but excludes any 92 Energy Information, any Latitude Information, the Independent Expert's Report or any information concerning or referable to 92 Energy that is prepared or provided by or on behalf of 92 Energy.

Atha Material Adverse Event means a change, event, fact, circumstance, occurrence or matter that occurs, is announced, is disclosed or otherwise becomes known to the 92 Energy Board or the Atha Board (whether it becomes public or not) after the Execution Date which (whether individually or when aggregated with all such changes, events, facts, circumstances, occurrences, information or matters) has had or is reasonably likely to have a material adverse effect on the tenements held by Atha, including the status or terms of (or rights attaching to) the tenements, or the ability of the owner of the tenements to exploit them, other than any event, occurrence, change, condition, matter, circumstance or thing:

- (a) required or expressly permitted by this deed or the Scheme;

- (b) required or expressly permitted by the Latitude Arrangement Agreement or the Latitude Transaction;
- (c) Fairly Disclosed in the Atha Disclosure Materials;
- (d) Fairly Disclosed in public filings of Atha on SEDAR+ in the 12 months before the Execution Date;
- (e) approved by written consent of 92 Energy;
- (f) resulting from any actual or announced change to any applicable law, any judicial or administrative interpretation of the law or any practice or policy of a Government Agency, including in relation to Tax;
- (g) arising as a result of any actual or announced change in Accounting Standards or NI 43-101 or the interpretation of Accounting Standards or NI 43-101;
- (h) arising as a result of any changes in general economic, industry, regulatory or political conditions or the securities or other capital markets;
- (i) arising as a result of any geopolitical conditions, hostilities, civil or political unrest, any acts of war, sabotage, cyberattack or terrorism (including any outbreak, escalation or worsening of any of the foregoing);
- (j) arising from any epidemic, pandemic, lightning, storm, flood, fire, seismic event or explosion, cyclone, tidal wave, landslide, natural disaster or adverse weather conditions or the like;
- (k) arising as a result of the execution, announcement or performance of this deed or the Scheme in accordance with its terms; or
- (l) arising as a result of any change or fluctuation in taxation rate, interest rates, commodity prices or exchange rates,

except, in the case of each of the matters contemplated in paragraphs (f), (g), (h), (i), (j) and (l), if the effects of such event, occurrence, change, condition, matter, circumstance or thing are, or would be considered reasonably likely to be, disproportionately adverse to the Atha Group as compared to the effects on other comparable companies in the same industries as the Atha Group, then those effects are excluded from the matters contemplated in paragraphs (f), (g), (h), (i), (j) and (l) (as applicable) only to the extent of such disproportionate effect and not in their entirety.

Atha Meeting means the special meeting of Atha Shareholders to be called to approve the Atha Shareholder Resolution.

Atha Nominee has the meaning given to that term in clause 2.3(a).

Atha (NU) means Atha Energy (NU) Corp., the sole Subsidiary of Atha.

Atha Option means an unlisted option issued by Atha to acquire an Atha Share.

Atha Prescribed Occurrence means other than:

- (a) as expressly required or permitted by this deed, the Scheme or the transactions contemplated by these;
- (b) Fairly Disclosed in public filings of Atha with the Canadian Securities Administrators in the 12 months before the Execution Date;
- (c) required by law or by an order of a court or Regulatory Authority;
- (d) Fairly Disclosed in the Atha Disclosure Materials;

- (e) the issue of Atha securities pursuant to the Atha Equity Raising or the Latitude Transaction; or
- (f) approved by written consent of 92 Energy,

the occurrence of any of the following on or after the Execution Date and before 8.00am on the Second Court Date:

- (g) Atha converting all or any of its shares into a larger or smaller number of shares;
- (h) any member of the Atha Group resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (i) any member of the Atha Group:
 - (i) entering into a buy-back agreement; or
 - (ii) resolving to approve the terms of a buy-back agreement;
- (j) a member of the Atha Group issuing securities, including without limitation shares, or granting options or convertible securities, or agreeing to make an issue of or grant an option over shares, other than an issue of shares upon the exercise of Atha Options on issue prior to the Execution Date in the ordinary course in accordance with their terms and as Fairly Disclosed in the Atha Disclosure Materials as securities to be issued following the Execution Date;
- (k) a member of the Atha Group issuing or agreeing to issue securities convertible into, or giving rights to be issued, Atha Shares, including pursuant to a dividend reinvestment or other share plan;
- (l) any member of the Atha Group declaring, paying or distributing or incurs a liability to make or pay any dividend, bonus or other share of its profits, income or assets or returning or agreeing to return any capital to its members;
- (m) a member of the Atha Group disposing, or agreeing to dispose, of the whole or a substantial part, of its business or property or ceases or threatens to cease to, carry on the business conducted as at the Execution Date;
- (n) a member of the Atha Group creating, or agreeing to create, any Encumbrance over the whole, or a substantial part, of its business or property other than a lien which arises by operation of law or legislation securing an obligation that is not yet due;
- (o) a member of the Atha Group waiving, releasing or assigning any material rights, claims or benefits of Atha or any members of the Atha Group;
- (p) a Regulatory Authority issuing a temporary or permanent cease trading order prohibiting the trading in any class of securities of Atha that has not been lifted or remedied by 8.00am on the Second Court Date;
- (q) an Insolvency Event occurs in relation to a member of the Atha Group; or
- (r) any variation of an individual budgeted line item or the aggregated budget line items by more than 50% from that in the Atha Budget (provided that 92 Energy must not unreasonably withhold or delay its consent to any such variation if notified in writing of the proposed variation by Atha and the variation is to accommodate additional exploration activities).

Atha Reimbursement Fee Amount means \$690,000.

Atha Representations and Warranties means the representations and warranties of Atha set out in Schedule 3.

Atha Share means a common share in the capital of Atha.

Atha Shareholder means a holder of one or more Atha Shares.

Atha Shareholder Resolution means an ordinary resolution seeking the approval of Atha Shareholders for the issuance of Atha Shares in connection with the Transaction and the Latitude Transaction, if, and to the extent, such approval is required by CSE.

Atha Superior Proposal means a bona fide Atha Competing Transaction that has not been withdrawn and that:

- (a) did not result from a breach by Atha or any of its Representatives of any provisions of clause 8;
- (b) is made by a Third Party pursuant to which such Third Party (or in a merger or consolidation involving such Third Party, the shareholders of such Third Party) would acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, scheme of arrangement, business combination, consolidation, liquidation, winding-up or similar transaction, 100% of the Atha Shares or all or substantially all of the assets of the Atha Group;
- (c) complies with all applicable laws; and
- (d) the Atha Board, acting in good faith, and after taking written advice from its external legal advisers and in consultation with its financial advisors, determines:
 - (i) is reasonably capable of being completed on a timely basis, taking into account all aspects of the Atha Competing Transaction and the person making it, including without limitation having regard to timing considerations, legal, regulatory and financial matters and any conditions precedent; and
 - (ii) would or would be reasonably likely, if completed in accordance with its terms, to be more favourable to Atha Shareholders than the Scheme, after taking into account all of the terms and conditions of (including consideration, conditionality, funding, certainty and timing), and the identity, reputation and standing of the person making, the Atha Competing Transaction,

and solely for this definition of Atha Superior Proposal, the reference to '20% or more' in paragraphs (a)(i) and (a)(ii) of the definition of Atha Competing Transaction is replaced with '100%'.

Atha Tenements means the tenements as set out in Schedule 7.

ATO means the Australian Taxation Office.

Authorisation means any licence, permit, lease, authorisation, concession, consent, certificate or approval issued or granted by a Regulatory Authority.

Business Day means a business day as defined in the Listing Rules and, to the extent any action which is required to be taken in relation to CSE, a day on which CSE is open for trading but excludes a day that is a Saturday, Sunday, bank holiday or statutory or public holiday in Perth, Western Australia or Vancouver, British Columbia, Canada.

Canadian Securities Administrators means the applicable securities regulatory authorities in the provinces of British Columbia, Alberta and Ontario.

Claim means any obligation, debt, cause of action, disability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise, in any way relating to this deed or the Transaction and includes any obligation, debt, cause of action, disability, claim, proceeding, suit or demand of any nature arising under an indemnity in this deed.

Communications has the meaning given to that term in clause 3.4(a)(ii).

Competing Transaction means:

- (a) a 92 Energy Competing Transaction; or
- (b) an Atha Competing Transaction,

as the context requires.

Conditions Precedent means the conditions precedent to the Scheme in clause 3.1.

Confidentiality Deed means the confidentiality deed between the parties dated 28 September 2023.

Consultation Notice has the meaning given to that term in clause 3.7(a).

Control has the meaning given to that term in section 50AA of the Corporations Act and **Controlling** and **Controlled** has the corresponding meaning.

Corporations Act means the *Corporations Act 2001* (Cth).

Corporations Regulations means the Corporations Regulations 2001.

Counterproposal has the meaning given to that term in clause 8.6(b).

Court means the Federal Court of Australia.

CSE means the Canadian Securities Exchange.

CSE Listing Rules means the policies of the CSE.

Deed Poll means the deed poll to be entered into by Atha in favour of the Scheme Participants substantially in the form contained in Schedule 5 or in such other form as agreed in writing between the parties.

Defaulting Director has the meaning given to that term in clause 9.1(d)(i).

Effect means when used in relation to the Scheme, the coming into effect pursuant to section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme, and **Effective** has a corresponding meaning.

Effective Date means the date on which the Scheme becomes Effective.

Electing Selling Scheme Participant means a Selling Scheme Participant who has elected in writing to have all of their Scheme Consideration issued to the Sale Agent and sold on their behalf in accordance with clause 4.5.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention right of first refusal, option, royalty, preferential right to acquire Real Property, Mineral Rights or otherwise, preferential right or trust arrangement and any other security arrangement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by law or contract.

End Date means the date six months after the Execution Date, or such later date as agreed to in writing between the parties.

Excluded Shareholder means any member entity of the Atha Group, being either Atha or Atha (NU).

Excluded Shares means any 92 Energy Shares held by an Excluded Shareholder.

Exclusivity Period means the period commencing on the Execution Date and ending on the earlier of:

- (a) the date this deed is terminated in accordance with its terms;
- (b) the Implementation Date; or
- (c) the End Date.

Execution Date means the date of this Deed.

Fairly Disclosed has the meaning given to that term in clause 1.2(r).

Financial Indebtedness means any debt or other monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any:

- (a) bill, bond, debenture, note or similar instrument;
- (b) acceptance, endorsement or discounting arrangement;
- (c) guarantee;
- (d) finance or capital lease;
- (e) agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or business;
- (f) agreement for the deferral of a purchase price or other payment in relation to the provision of services other than in the ordinary course of business; or
- (g) obligation to deliver goods or provide services paid for in advance by any financier.

First Court Date means the first day on which an application is made to the Court for an order under section 411(1) of the Corporations Act approving the convening of the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

First Court Hearing means the hearing at which an application is made to the Court for an order under section 411(1) of the Corporations Act approving the convening of the Scheme Meeting or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Government Officials means any of the following individuals:

- (a) persons serving with, employed by or an agent of Regulatory Authority, political party or political campaign organisation;
- (a) political candidates;
- (b) family members of any such persons identified in (a) or (b), above; or
- (c) employees of government-owned or government-controlled commercial enterprises.

Group means:

- (a) the 92 Energy Group; or
- (b) the Atha Group,

and **Group Member** means a member of the Group, as the context requires.

GST has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Implementation Date means the fifth Business Day after the Record Date, or such other date agreed to in writing by the parties.

Independent Expert means an expert to be appointed by 92 Energy to prepare the Independent Expert's Report.

Independent Expert's Report means the independent expert's report prepared by the Independent Expert for inclusion in the Scheme Booklet, which states the Independent Expert's opinion in relation to whether the Scheme is in the best interest of 92 Energy Shareholders including any updates or amendments to this report made by the Independent Expert.

Indicative Timetable means the timetable contained in Schedule 1 or as otherwise may be agreed in writing by the parties, acting reasonably.

Ineligible Foreign Holder means any Scheme Participant whose address shown on the 92 Energy Share Register as at the Record Date is a place outside Australia, Canada (British Columbia, Ontario, Quebec, Saskatchewan and Alberta provinces only), Hong Kong, New Zealand, Singapore, the United Kingdom and the United States and such other jurisdictions as agreed in writing between the parties, unless, no less than three Business Days prior to the Scheme Meeting, the parties agree in writing that it is lawful and not unduly onerous or unduly impracticable to issue that 92 Energy Shareholder with the Scheme Consideration when the Scheme becomes Effective.

Insolvency Event means in relation to a person:

- (a) **(insolvency official)** the appointment of an Insolvency Official to the person or to the whole or a substantial part of the property or assets of the person and the action is not stayed, withdrawn or dismissed within 14 days;
- (b) **(arrangements)** the entry by the person into a compromise or arrangement with its creditors generally;
- (c) **(winding up)** the calling of a meeting to consider a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or order for the winding up or deregistration of the person other than where the application or order (as the case may be) is set aside or withdrawn within 14 days;
- (d) **(suspends payments)** the person suspends or threatens to suspend payment of its debts as and when they become due;
- (e) **(ceasing business)** the person ceases or threatens to cease to carry on business;
- (f) **(insolvency)** the person is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act (as it applies to the 92 Energy Group), the *Business Corporations Act* (British Columbia) (as it applies to Atha), the *Business Corporations Act* (Nunavut) (as it applies to Atha (NU)), or other law applicable to such person;
- (g) **(deregistration)** the person being deregistered (or equivalent) as a company or otherwise dissolved;
- (h) **(deed of company arrangement)** the person executing a deed of company arrangement;
- (i) **(person as trustee or partner)** the person incurs a liability while acting or purporting to act as trustee (or co-trustee) or general partner of a trust or partnership (including a

limited partnership) and the person is not entitled to be fully indemnified against the liability out of trust or partnership assets because of one or more of the following:

- (i) a breach of trust or obligation as partner by the person;
 - (ii) the person acting outside the scope of its powers as trustee or partner;
 - (iii) a term of the trust or partnership denying, or limiting, the person's right to be indemnified against the liability; or
 - (iv) the assets of the trust or partnership being insufficient to discharge the liability; or
- (j) **(analogous events)** anything analogous to those set out in any of paragraphs (a) to (i) inclusive occurs in relation to the person under the laws of a foreign jurisdiction.

Insolvency Official means a liquidator, provisional liquidator, administrator, statutory manager, controller, receiver, receiver and manager or other insolvency official (whether under an Australian law or a foreign law).

IsoEnergy Heads of Agreement means the mineral acquisition agreement entered into between 92 Energy and IsoEnergy Limited, an entity incorporated in British Columbia, Canada, on or around 23 October 2020.

JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves 2012, as updated from time to time.

Latitude means Latitude Uranium Inc.

Latitude Arrangement Agreement means the definitive arrangement agreement entered into by Latitude and Atha in respect of the Latitude Transaction at or before the date of this deed, as may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

Latitude Circular Information means the information concerning Latitude required by applicable law or the CSE Listing Rules to be included in the Atha Circular.

Latitude Group means Latitude and its Subsidiaries.

Latitude Information means the information relating to the Latitude Group provided in writing by or on behalf of Latitude to 92 Energy for inclusion in the Scheme Booklet.

Latitude Material Adverse Event has the meaning given to the term "Company Material Adverse Effect" in the Latitude Arrangement Agreement.

Latitude Reimbursement Fee Amount means \$1,190,000.

Latitude Representations and Warranties means the representations and warranties of Latitude set out in the Latitude Arrangement Agreement.

Latitude Share means a common share in the capital of Latitude.

Latitude Shareholder means a holder of one or more Latitude Shares.

Latitude Transaction means the proposed transaction between Atha and Latitude pursuant to which Atha will acquire all of the issued and outstanding shares of Latitude that it does not already own by way of a plan of arrangement under the *Business Corporations Act* (Ontario), in accordance with the terms of the Latitude Arrangement Agreement.

Listing Rules means the official listing rules of ASX.

Material Contract means any contract, agreement, arrangement or commitment to which:

- (a) when used in relation to the 92 Energy Group, a member of the 92 Energy Group is a party:
 - (i) that, if terminated or if it ceased to be in effect, would reasonably be expected to have a 92 Energy Material Adverse Event;
 - (ii) that creates an exclusive dealing arrangement, right of first offer or refusal or most favoured nation arrangement with respect to any material asset, material product or material service of a member of the 92E Group (other than Contracts with suppliers of products or services to 92E or any of the members of the 92E Group); or
 - (iii) that could reasonably be considered material to the business of the 92 Energy Group, and
- (b) when used in relation to the Atha Group, a member of the Atha Group is a party:
 - (i) that, if terminated or if it ceased to be in effect, would reasonably be expected to have an Atha Material Adverse Event;
 - (ii) that creates an exclusive dealing arrangement, right of first offer or refusal or most favoured nation arrangement with respect to any material asset, material product or material service of a member of the Atha Group (other than Contracts with suppliers of products or services to Atha Group or any of the members of the Atha Group); or
 - (iii) that could reasonably be considered material to the business of the Atha Group.

Mineral Rights means the Tenements, and all other prospecting licences, exploration licences, mining leases, mining licenses, mineral and exploitation concessions, water rights, easements and surface rights, and other forms of mineral tenure or other rights to minerals, or rights to work upon or occupy lands, and all material permits, agreements, approvals, consents, certificates, dockets, proceedings, registrations and authorisations for the purposes of searching for, developing or extracting minerals under any form of mineral tenure or right, whether contractual, statutory, regulatory, or otherwise or any interest therein.

New Atha Share means an Atha Share to be issued to Scheme Participant under the terms of the Scheme.

NI 43-101 means the National Instrument 43-101 - *Standards of Disclosure for Mineral Projects*.

Personal Interest means, in respect of a 92 Energy Director, any personal interest which the 92 Energy Director has in the outcome of the Scheme that has been Fairly Disclosed in the 92 Energy Disclosure Letter.

Real Property means, all land, together with all buildings, structures, improvements, and fixtures located therein or thereon, together with all easements, privileges, rights-of-way, benefits, hereditaments and all other rights and interests pertaining, benefiting or appurtenant to them (including air, oil and gas rights).

Record Date means 7:00pm (AEST) on the second Business Day following the Effective Date, or such other date (after the Effective Date) as the parties may agree in writing.

Regulator's Draft has the meaning given to that term in clause 6.2(g).

Regulatory Approvals means the approvals of the applicable Regulatory Authorities pursuant to clause 3.1(a).

Regulatory Authority includes:

- (a) a government or governmental, semi-governmental, administrative, fiscal, tax or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, tribunal, agency, board, authority or organisation of any government;
- (c) any regulatory organisation established under statute;
- (d) any applicable securities commission or stock or securities exchange;
- (e) in particular, ASX, ASIC, Canadian Securities Administrators, CSE, the Australian Foreign Investment Review Board and the Takeovers Panel; and
- (f) any authorised representative of any of the above.

Relevant Interest has the meaning given to that term in the Corporations Act.

Representative means:

- (a) in relation to 92 Energy, any director, officer or employee of any member of 92 Energy and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to 92 Energy in relation to the Transaction;
- (b) in relation to Atha, any director, officer or employee of any member of Atha and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to Atha in relation to the Transaction; and
- (c) in relation to Latitude, any director, officer or employee of any member of Latitude and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to Latitude in relation to the Transaction or the Latitude Transaction.

Required Consultation Period means the shorter of:

- (a) 10 Business Days after a Consultation Notice is given by a party under clause 3.7(a); and
- (b) the period commencing at the time a Consultation Notice is given by a party under clause 3.7(a) and ending at 8.00am on the Second Court Date.

RG 60 means Regulatory Guide 60 issued by ASIC in September 2020.

RG 112 means Regulatory Guide 112 issued by ASIC on 30 March 2011, as amended.

Sale Agent means a person appointed by Atha to sell the New Atha Shares that would otherwise be issued to or for the benefit of Ineligible Foreign Holders or Electing Selling Scheme Participant under the terms of the Scheme.

Sale Proceeds means the proceeds of the sale referred to in clause 4.5(d) after the Sale Agent or Atha (as applicable) has deducted any applicable brokerage, foreign exchange, stamp duty and other selling costs, taxes and charges.

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act between 92 Energy and Scheme Participants, substantially in the form contained in Schedule 4 (as amended by the parties in writing from time to time), together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by the parties.

Scheme Booklet means the information booklet to be despatched to all 92 Energy Shareholders and approved by the Court in connection with the Scheme, including the

Scheme, the explanatory statement in respect of the Scheme, the Independent Expert's Report and the notice of the Scheme Meeting.

Scheme Consideration means the consideration to be provided by Atha to each Scheme Participant for the transfer of each Scheme Share under the Scheme, being, subject to clause 4.5, 0.5834 New Atha Shares per Scheme Share.

Scheme Meeting means the meeting of 92 Energy Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and includes any adjournment of that meeting.

Scheme Participant means each person who is a 92 Energy Shareholder on the Record Date (other than Excluded Shareholders).

Scheme Shares means all of the 92 Energy Shares on issue on the Record Date other than any Excluded Shares.

Second Court Date means the first day on which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned for any reason, the first day on which the adjourned application is heard.

Second Court Hearing means the hearing at which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned for any reason adjourned hearing.

SEDAR+ means the System for Electronic Document Analysis and Retrieval Plus as available at <https://www.sedarplus.ca/>.

Selling Scheme Participant means a Scheme Participant whose entitlement to the Scheme Consideration would be 100,000 Atha Shares or less.

Senior Counsel means a barrister who is admitted to practice as a legal practitioner and who has been appointed as a "King's Counsel" or "Senior Counsel".

Subsidiary has the meaning given to that term in section 9 of the Corporations Act.

Superior Proposal means:

- (a) a 92 Energy Superior Proposal; or
- (b) an Atha Superior Proposal,

as the context requires.

Tax or Taxes means all taxes, surtaxes, duties, levies, imposts, fees, withholdings, dues and other charges of any nature, imposed or collected by any Regulatory Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Regulatory Authority including any instalment payments, interest, penalties or other additions associated therewith, whether or not disputed.

Tax Authority means any Regulatory Authority responsible for the assessment, collection, withholding or administration of Tax in any country or jurisdiction.

Tenements means the 92 Energy Tenements and the Atha Tenements.

Third Party means a person other than:

- (a) 92 Energy, a member of the 92 Energy Group or any of their Associates;
- (b) Atha, a member of the Atha Group or any of their Associates; and
- (c) Latitude, a member of the Latitude Group or any of their Associates;

as the context requires.

Trading Day means a trading day as defined in the Listing Rules.

Transaction means the acquisition by Atha of all of the Scheme Shares by means of the Scheme in accordance with the terms of this deed.

Transaction Implementation Committee means a committee to be made up of:

- (a) [REDACTED]; and
- (b) [REDACTED],

and such other persons as the parties may agree from time to time.

U.S. Exchange Act means the United States Securities Exchange Act of 1934, as amended.

U.S. Investment Company Act means the United States Investment Company Act of 1940, as amended.

U.S. Securities Act means the United States Securities Act of 1933, as amended.

United States means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

Voting Power has the meaning given to that term in section 610 of the Corporations Act.

Withholding Clearance has the meaning given to that term in clause 4.8(b).

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, or schedule is to a clause or paragraph of, or schedule to, this deed, and a reference to this deed includes any schedule;
- (d) a reference to a document (including to avoid doubt, this deed, the Scheme and the Deed Poll) or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, dollar, Australian dollar or \$ is to Australian currency;
- (f) a reference to C\$, Canadian dollar or CAD is to the lawful currency of Canada;
- (g) a reference to time is to time in Perth, Western Australia, unless otherwise noted;
- (h) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to the Listing Rules or the CSE Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;
- (l) a reference to a mineral lease means any lease, licence, license, permit, title, concession or similar authority or right to conduct mineral exploration, appraisal, development, production, processing or transportation activities in any jurisdiction;
- (m) a word or expression defined in the Corporations Act and not otherwise defined in this deed has the meaning given to it in the Corporations Act;
- (n) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (p) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it;
- (q) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day unless otherwise required by the Corporations Act or the Listing Rules; and
- (r) a reference to **Fairly Disclosed** means changes, events, circumstances, occurrences, information or matters disclosed to the relevant party in writing (including through any public announcements on ASX or through public dissemination via a news wire permitted by the CSE or filed by or on behalf of Atha on SEDAR+, as applicable) in good faith and in sufficient detail so as to enable a reasonable and sophisticated party experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the party, to identify the nature and scope of the relevant fact, matter, event or circumstance and to appreciate the consequences of the relevant fact, matter, event or circumstance for the Transaction and the subject matter of this deed.

1.3 Knowledge

- (a) Where this deed makes reference to the knowledge, belief or awareness of 92 Energy, or any similar reference, such knowledge, belief or awareness will be taken to mean the actual knowledge, belief and awareness of the 92 Energy Directors, the 92 Energy Chief Financial Officer (from time to time), the 92 Energy Company Secretary (from time to time), and includes the knowledge, belief or awareness of such persons had that person made reasonable inquiries of those persons who might reasonably be expected to have such knowledge, belief or awareness.
- (b) Where this deed makes reference to the knowledge, belief or awareness of Atha, or any similar reference, such knowledge, belief or awareness will be taken to mean the actual knowledge, belief and awareness of the Atha Chief Executive Officer (from time to time), the Atha Directors, the Atha Chief Financial Officer (from time to time), the Atha Company Secretary (from time to time), and includes the knowledge, belief or awareness of such persons had that person made reasonable inquiries of those persons who might reasonably be expected to have such knowledge, belief or awareness.

2 Agreement to propose and implement Scheme

2.1 92 Energy to propose Scheme

- (a) 92 Energy agrees to propose the Scheme on and subject to the terms and conditions of this deed.
- (b) Atha agrees to assist 92 Energy to propose the Scheme on and subject to the terms and conditions of this deed.

2.2 Agreement to implement Transaction

The parties agree to implement the Transaction on the terms and conditions of this deed.

2.3 Atha Nominee

- (a) Atha may nominate any wholly-owned Subsidiary of Atha (**Atha Nominee**) to acquire the Scheme Shares under the Scheme by giving written notice to 92 Energy on or before the date that is three Business Days before the First Court Date.
- (b) If Atha nominates the Atha Nominee to acquire the Scheme Shares under the Scheme, then:
 - (i) references in this deed to Atha acquiring the Scheme Shares under the Scheme are to be read as references to the Atha Nominee doing so;
 - (ii) the parties must procure that the Scheme Shares transferred under the Scheme are transferred to the Atha Nominee, rather than Atha;
 - (iii) Atha must procure that Atha Nominee complies with the relevant obligations of Atha under this deed, the Scheme and enter into a deed of accession on terms acceptable to 92 Energy, acting reasonably; and
 - (iv) any such nomination will not relieve Atha of its obligations under this deed, the Deed Poll, including the obligation to provide the Scheme Consideration in accordance with the terms of the Scheme.

3 Conditions precedent

3.1 Conditions Precedent to implementation of the Scheme

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, unless each of the following conditions precedent are satisfied or waived to the extent and in the manner set out in this clause 3.1:

- (a) **Regulatory Approvals:** Before 8.00am on the Second Court Date:
 - (i) **ASIC:** ASIC has issued or provided all such relief, confirmations, consents, approvals, qualifications or exemptions, or does such other acts which are necessary to implement the Scheme on the basis set out in this deed and complete the transactions contemplated by this deed and such relief, waivers, confirmations, consents, approvals, qualifications or exemptions or other acts (as the case may be) have not been withdrawn, suspended, varied or revoked;

- (ii) **ASX:** ASX has issued or provided all such relief, confirmations, consents, approvals, waivers or does such other acts which are necessary to implement the Scheme on the basis set out in this deed and complete the transactions contemplated by this deed and such relief, confirmations, consents, approvals, waivers or other acts (as the case may be) have not been withdrawn, suspended, varied or revoked;
 - (iii) **CSE:** CSE has conditionally approved or provided Atha with confirmation that it does not object to the listing on the CSE the New Atha Shares to be issued as Scheme Consideration pursuant to the Scheme, subject only to the approval of Atha Shareholders of the Atha Shareholder Resolution, Atha fulfilling any customary post-closing conditions of the CSE and to the Scheme becoming Effective and such approval remains in full force and effect in all respects (subject only to those customary post-closing conditions), and CSE shall have accepted notice of the Transaction; and
 - (iv) **Other approvals:** all other regulatory approvals, waivers, consents, exemptions or declarations that are necessary or required by law, or by any Regulatory Authority, to implement the Scheme on the basis set out in this deed and complete the transactions contemplated by this deed being granted, given, made or obtained and those regulatory approvals or waivers not being withdrawn, cancelled, revoked or varied in a manner that is materially adverse to the parties (or subject to any notice, intimation or indication of intention to do any such thing).
- (b) **92 Energy Shareholder Approval:** 92 Energy Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under section 411(4)(a) of the Corporations Act.
 - (c) **Atha Shareholder Approval:** in accordance with the requirements of the CSE, Atha obtaining the approval of Atha Shareholders for the Atha Shareholder Resolution in accordance with the CSE Listing Rules.
 - (d) **Court Approval of Scheme:** The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.
 - (e) **Scheme Orders lodged with ASIC:** An office copy of the Court order approving the Scheme under section 411(10) of the Corporations Act is lodged with ASIC.
 - (f) **Restraining Orders:** As at 8.00am on the Second Court Date, no judgement, order, decree, statute, law, ordinance, rule of regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition or other order or decision has been issued, made, entered, enacted, promulgated or enforced by any court of competent jurisdiction or any Regulatory Authority remains in effect that prohibits, restricts, makes illegal or restrains the completion of the Scheme, and there is no other legal restraint or prohibition, preventing the consummation of any aspect of the Transaction on the Implementation Date.
 - (g) **No Atha Material Adverse Event:** No Atha Material Adverse Event occurs between the Execution Date and 8.00am on the Second Court Date.
 - (h) **No Atha Prescribed Occurrence:** No Atha Prescribed Occurrence occurs between the Execution Date and 8.00am on the Second Court Date.
 - (i) **Atha Representations and Warranties:** The Atha Representations and Warranties are true and correct in all material respects as at the Execution Date and at 5.00pm on the Business Day immediately prior to the Second Court Date, except where (1) expressed to be operative at another time or (2) the failure of any such Atha Representation or Warranty to be true and correct is not and would not reasonably be expected to be material in the context of the Transaction as a whole, provided that the representations contained in items 1.1 to 1.8, 1.10, 1.15(a) and 1.21 of Schedule 3

shall be true and correct in all respects at the Execution Date and at 5.00pm on the Business Day immediately prior to the Second Court Date.

- (j) **Independent Expert Report:** The Independent Expert provides a report to 92 Energy that concludes that the Scheme is in the best interests of 92 Energy Shareholders and on or before the time when the Scheme Booklet is registered by ASIC under the Corporations Act and the Independent Expert not withdrawing or adversely modifying or qualifying that conclusion before 8.00am on the Second Court Date.
- (k) **Completion of Atha Equity Raising:** The Atha Equity Raising completing in all material respects.
- (l) **No 92 Energy Material Adverse Event:** No 92 Energy Material Adverse Event occurs between the Execution Date and 8.00am on the Second Court Date.
- (m) **No 92 Energy Prescribed Occurrence:** No 92 Energy Prescribed Occurrence occurs between the Execution Date and 8.00am on the Second Court Date.
- (n) **92 Energy Representations and Warranties:** The 92 Energy Representations and Warranties are true and correct in all material respects as at the Execution Date and at 5.00pm on the Business Day immediately prior to the Second Court Date, except where (1) expressed to be operative at another time or (2) the failure of any such 92 Energy Representation or Warranty to be true and correct is not and would not reasonably be expected to be material in the context of the Transaction as a whole, provided that the representations and warranties contained in items 1.1 to 1.8, 1.11, 1.16(a) and 1.20 of Schedule 2 shall be true and correct in all respects at the Execution Date and at 5.00pm on the Business Day immediately prior to the Second Court Date.
- (o) **Canadian Securities Laws:** The issuance of the New Atha Shares as Scheme Consideration pursuant to the Scheme is exempt from, or otherwise not subject to, the prospectus requirements of applicable Canadian securities laws.
- (p) **92 Energy Options:** Deeds have been entered into with each 92 Energy Optionholder in accordance with clause 5.1(a) and such deeds remain in full force and effect as at 8.00am on the Second Court Date.
- (q) **92 Energy Performance Rights:** As at 8.00am on the Second Court Date, 92 Energy has provided written confirmation to Atha that all of the 92 Energy Performance Rights on issue will vest and be converted into 92 Energy Shares with effect from the Effective Date, and any 92 Energy Shares resulting from the exercise will be issued and registered by 92 Energy before the Record Date.
- (r) **Latitude Transaction:**
 - (i) The Latitude Arrangement Agreement remains operative and enforceable and has not:
 - (A) been terminated (and no event has occurred and is continuing that entitles a party to terminate the Latitude Arrangement Agreement nor has any party exercised or purported to exercise any termination right under the Latitude Arrangement Agreement), repudiated or rescinded and no party has otherwise stated an intention to terminate or not comply with its obligations under the Latitude Arrangement Agreement;
 - (B) become void, illegal or unenforceable; or
 - (C) been amended, modified or varied in a material respect without the prior written consent of 92 Energy (such consent not to be unreasonably withheld or delayed);

- (ii) Latitude Shareholders shall have approved the Latitude Transaction at a meeting of Latitude Shareholders by the requisite majorities, as set out in the Latitude Arrangement Agreement;
- (iii) The Ontario Superior Court of Justice (Commercial List) shall have made an interim order and a final order pursuant to section 182 of the *Business Corporations Act* (Ontario) in a form satisfactory to Atha and Latitude approving the Latitude Transaction with respect to the Latitude Arrangement Agreement;
- (iv) No Latitude Material Adverse Event occurs between the Execution Date and 8.00am on the Second Court Date which, in 92 Energy's opinion (acting reasonably), has caused Atha to have a right to terminate the Latitude Arrangement Agreement.
- (v) There has been no breach of any of the Latitude Representations and Warranties or other covenants, undertakings or obligations of Latitude in the Latitude Arrangement Agreement which, in 92 Energy's opinion (acting reasonably), has caused Atha to have a right to terminate the Latitude Arrangement Agreement.
- (vi) On or before 8.00am on the First Court Date, each of the directors and officers of Atha, together with New Saskatchewan Syndicate, together representing an aggregate of approximately 32% of the issued and outstanding Atha Shares, have entered into voting support agreements on no less favourable terms (to 92 Energy) to those entered into between the same parties with Latitude, to vote their Atha Shares in favour of the Atha Shareholder Resolution.

3.2 **Waiver of Conditions Precedent - Scheme**

- (a) The Conditions Precedent in:
 - (i) clauses 3.1(a) (Regulatory Approvals), 3.1(b) (92 Energy Shareholder Approval), 3.1(c) (Atha Shareholder Approval, if required), 3.1(d) (Court Approval of Scheme), 3.1(e) (Scheme Orders lodged with ASIC), 3.1(f) (Restraining Orders) and 3.1(k) (Completion of Atha Equity Raising) are for the benefit of both parties and cannot be waived;
 - (ii) clauses 3.1(g) (No Atha Material Adverse Event), 3.1(h) (No Atha Prescribed Occurrence), 3.1(i) (Atha Representations and Warranties), and 3.1(j) (Independent Expert Report) are for the sole benefit of, and any breach or non-fulfilment of such Condition Precedent may only be waived with the written consent of, 92 Energy;
 - (iii) clauses 3.1(l) (No 92 Energy Material Adverse Event), 3.1(m) (No 92 Energy Prescribed Occurrence), 3.1(n) (92 Energy Representations and Warranties), 3.1(o) (Canadian Securities Laws), 3.1(p) (92 Energy Options) and 3.1(q) (92 Energy Performance Rights) are for the sole benefit of, and any breach or non-fulfilment of such Condition Precedent may only be waived with the written consent of, Atha; and
 - (iv) clause 3.1(r) (Latitude Transaction) is for the benefit of 92 Energy and may only be waived with the written consent of 92 Energy.
- (b) A party entitled to waive the breach or non-fulfilment of a Condition Precedent pursuant this clause 3.2 may do so in its absolute discretion subject to the provision of written notice to the other party. Any such waiver by a party for whose benefit the relevant Condition Precedent applies must take place on or prior to 8.00am on the Second Court Date.

- (c) If a party waives the breach or non-fulfilment of a Condition Precedent, that waiver precludes the party from suing another party for any breach of this deed that resulted in the breach or non-fulfilment of the Condition Precedent. However, if the waiver of all or any portion of a Condition Precedent is itself conditional and the other party:
 - (i) accepts the condition, the terms of that condition apply notwithstanding any inconsistency, the waiver of the breach or non-fulfilment of a Condition Precedent; or
 - (ii) does not accept the condition, the relevant Condition Precedent or a portion therefore has not been waived.
- (d) Waiver of a breach or non-fulfilment in respect of one Condition Precedent does not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition Precedent resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that Condition Precedent resulting from any other event.

3.3 Reasonable endeavours to satisfy Conditions Precedent

- (a) 92 Energy must, to the extent it is within its power to do so, use its commercially reasonable and best endeavours to procure that each of the Conditions Precedent in clauses 3.1(b) (92 Energy Shareholder Approval), 3.1(d) (Court Approval of Scheme), 3.1(e) (Scheme Orders lodged with ASIC) and 3.1(j) (Independent Expert Report) are satisfied as soon as practicable after the Execution Date and continue to be satisfied at all times until the last time it is to be satisfied (as the case may require).
- (b) Atha must, to the extent it is within its power to do so, use its commercially reasonable and best endeavours to procure that the Conditions Precedent in clause 3.1(o) (Canadian Securities Laws) and 3.1(r) (Latitude Transaction) are satisfied as soon as practicable after the Execution Date and continue to be satisfied at all times until the last time it is to be satisfied (as the case may require).
- (c) Each of the parties must, to the extent it is within respective powers to do so, use its commercially reasonable and best endeavours to procure that:
 - (i) each of the Conditions Precedent in clauses 3.1(a) (Regulatory Approvals) and 3.1(f) (Restraining Orders) are satisfied as soon as practicable after the Execution Date and continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
 - (ii) there is no occurrence or non-occurrence within the control of 92 Energy or Atha (as the context requires) or their Affiliates that would prevent the Conditions Precedent being satisfied.

3.4 Pre-implementation steps

- (a) Without limiting the generality of clause 3.3:
 - (i) **Regulatory Approvals:** As soon as practicable following the Execution Date, each party must:
 - (A) promptly apply for all relevant Regulatory Approvals and take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information at the earliest practicable time, and provide each other party with a copy of those applications (provided that any commercially sensitive information may be redacted from the copy provided);

- (B) provide all information and assistance reasonably requested by the other party or a Regulatory Authority in connection with the applications for Regulatory Approvals;
 - (C) to the extent that it is within its control, use its reasonable endeavours to procure that there is no occurrence that would prevent the Regulatory Approvals from being obtained by the applicable time referred to in clause 3.1(a) and not take any action that will or is likely to hinder or prevent the satisfaction of the Condition Precedent in clause 3.1(a) except to the extent that such action is required by any applicable laws; and
 - (D) must promptly offer to the relevant Regulatory Authority, and agree or accept, all undertakings, commitments and conditions necessary or appropriate in order to obtain the approval or consent (as the case may be) as soon as possible, unless it would be unreasonable to do so;
- (ii) **Consultation:** each party must promptly consult with the other in advance in relation to all communications (whether written or oral, and whether direct or via agents or advisers) with any Regulatory Authority relating to any Regulatory Approval (**Communications**) including:
- (A) providing the other party with drafts of any material written Communications to be sent to a Regulatory Authority and making such amendments as the other party reasonably requires; and
 - (B) providing copies of any material written Communications sent to or received from a Regulatory Authority to the other party promptly upon despatch or receipt (as the case may be),
- in each case to the extent it is reasonable to do so;
- (iii) **Participation:** so far as it is able, allow the other party the opportunity to be represented (including by way of telephone, video conference or similar means) and make submissions at any proposed meeting with any Regulatory Authority relating to any Regulatory Approval; and
- (iv) **Notification:** each party must keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions Precedent; and
- (b) Nothing in clauses 3.3 or 3.4 prevent a party applying for a Regulatory Approval from taking any step (including communicating with a Regulatory Authority) in respect of a Regulatory Approval if the other party has not promptly responded under clauses 3.4(a)(ii) or 3.4(a)(iii).

3.5 Assistance of Representatives

Each party must procure that its Representatives work (including by attending meetings and by providing information) in good faith and in a timely and co-operative fashion with the other party, and the other party's Representatives, to satisfy the Conditions Precedent.

3.6 Notice of failure to satisfy Condition Precedent

- (a) A party must promptly give the other written notice if it becomes aware that any Condition Precedent is incapable of being satisfied or of any event that may prevent a Condition Precedent being satisfied (having regard to the respective obligations of each party under clauses 3.3 or 3.4).
- (b) 92 Energy or Atha (as the case may be) must give written notice to the other party as soon as reasonably practicable (and in any event before 5.00pm on the day before

the Second Court Date) as to whether or not it waives the breach or non-fulfilment of any Condition Precedent (if such Condition Precedent is capable of waiver) resulting from the occurrence of that event, specifying the Condition Precedent in question.

3.7 Conditions Precedent not met

- (a) If:
- (i) there is a breach or non-fulfilment of a Condition Precedent which is not satisfied or waived (where capable of waiver) in accordance with this deed;
 - (ii) there is an act, failure to act, event or occurrence or non-occurrence which may prevent a Condition Precedent being satisfied or waived by the date specified in clause 3.1 for its satisfaction (and the breach or non-fulfilment of the Condition Precedent which would otherwise occur has not already been waived or satisfied in accordance with this deed); or
 - (iii) it becomes more likely than not that the Scheme will not become Effective by the End Date,
- either party may serve written notice on the other party as soon as practicable and in any event, within two Business Days (**Consultation Notice**).
- (b) If a party gives a Consultation Notice to the other party, the parties must consult in good faith with a view to respectively:
- (i) considering and if agreed, determining whether the Transaction may proceed by way of alternative means or methods;
 - (ii) considering and if agreed, extending the time or date for satisfaction of the relevant Condition Precedent or the End Date (as applicable); or
 - (iii) considering and if agreed, changing the date of application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application to another date agreed to in writing by the parties (being a date no later than five Business Days before the End Date).
- (c) Subject to clauses 3.7(e) and 3.7(f), if the parties are unable to reach agreement under clause 3.7(a) within the Required Consultation Period, then after the Required Consultation Period ends, either party may, provided that the relevant Condition Precedent is for the sole benefit of that party and has not been waived in accordance with clause 3.2, terminate this deed by notice in writing to the other party without incurring any liability to the other party because of that termination alone and such termination will be in accordance with clause 14.
- (d) If the Condition Precedent in clause 3.1(b) (92 Energy Shareholder Approval) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other party within three Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable.
- (e) If the Court refuses to make an order approving the Scheme satisfying clause 3.1(d), at Atha's request 92 Energy must appeal the Court's decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent Senior Counsel indicates that, in his or her view, an appeal would have negligible prospects of success before the End Date). 92 Energy may bring an appeal even if not requested by Atha. If any such appeal is undertaken at the request of Atha, Atha will bear 92 Energy's costs of the appeal (including costs of the independent Senior Counsel) unless the parties otherwise agree. If any such appeal is undertaken by 92

Energy, without the prior request from Atha, 92 Energy will bear Atha's costs of the appeal unless the parties otherwise agree.

- (f) A party will not be entitled to terminate this deed for any reason set out in clause 3.7(c) if the relevant Condition Precedent has not been satisfied as a result (either alone or together with other circumstances) of:
 - (i) a breach of this deed by that party; or
 - (ii) a deliberate act or omission or non-omission of that party which either alone or when taken together with other deliberate acts or omissions of that party, prevents that Condition Precedent being satisfied.

3.8 Inter-conditionality

Each party acknowledges and agrees that implementation of the Scheme and the Latitude Transaction are inter-conditional and will be completed on or prior to the Implementation Date in accordance with this deed, the Scheme, the Latitude Arrangement Agreement and the Latitude Transaction.

4 Scheme transaction steps

4.1 Scheme

- (a) 92 Energy must, as soon as reasonably practicable after the Execution Date and substantially in accordance with the Indicative Timetable, propose the Scheme to 92 Energy Shareholders on and subject to the terms and conditions of this deed and the Scheme.
- (b) If the Scheme becomes Effective, on the Implementation Date:
 - (i) each Scheme Participant will receive the Scheme Consideration in accordance with the terms of this deed, the Scheme and the Deed Poll; and
 - (ii) in exchange all of the Scheme Shares held by Scheme Participants on the Record Date (including, to avoid doubt, all resulting 92 Energy Shares issued to holders of 92 Energy Options prior to the Record Date in accordance with clause 5) will be transferred to Atha.

4.2 No amendment to the Scheme without consent

92 Energy must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Atha.

4.3 Scheme Consideration

- (a) Subject to clause 4.5, Atha undertakes and warrants to 92 Energy (in its own right and on behalf of each Scheme Participant) that in consideration of the transfer to Atha of each Scheme Share held by a Scheme Participant under the terms of the Scheme, Atha will on the Implementation Date:
 - (i) provide the Scheme Consideration to each Scheme Participant; and
 - (ii) accept the transfer;in accordance with the terms of the Scheme and Deed Poll.
- (b) 92 Energy acknowledges that the undertaking by Atha in clause 4.3(a) is given to 92 Energy in its own right and in its capacity as trustee and nominee for each Scheme Participant.

4.4 Fractional entitlements and splitting

- (a) Where the calculation of the number of New Atha Shares to be issued to a particular Scheme Participant would result in the Scheme Participant becoming entitled to a fraction of a New Atha Share, the fractional entitlement will be rounded down to the nearest whole number of New Atha Shares.
- (b) If the parties are of the opinion (formed reasonably) that two or more Scheme Participants (each of whom holds a number of Scheme Consideration that results in rounding in accordance with clause 4.4(a)) have, before the Record Date, been party to shareholding splitting or division in an attempt to obtain an advantage by reference to such rounding, then the parties must consult in good faith to determine whether such matters have arisen and if agreement is reached between the parties following such consultation, 92 Energy must give notice to those Scheme Participants:
 - (i) setting out their names and registered addresses;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the 92 Energy Shares held by all of them,

and, after such notice has been given, the Scheme Participant specifically identified in the notice will, for the purposes of the Scheme, be taken to hold all of those 92 Energy Shares and each of the other Scheme Participants whose names and registered addresses are set out in the notice will, for the purposes of the Scheme, be taken to hold no 92 Energy Shares.

4.5 Ineligible Foreign Holders and Electing Selling Scheme Participants

- (a) Atha will allow Selling Scheme Participants to elect, by providing notice in writing to 92 Energy on or before the Record Date, to be treated as an Electing Selling Scheme Participant for the purposes of this clause 4.5.
- (b) Atha will be under no obligation under this deed to allot or issue, and will not issue or procure to be issued any Scheme Consideration in the name of any Ineligible Foreign Holder or Electing Selling Scheme Participant and, instead, will issue the New Atha Shares to which the Ineligible Foreign Holder or Electing Selling Scheme Participant would have otherwise been entitled to the Sale Agent to hold on trust for the Ineligible Foreign Holder and Electing Selling Scheme Participant.
- (c) Atha must appoint the Sale Agent no later than 5 Business Days prior to the Scheme Meeting.
- (d) Atha will instruct the Sale Agent, acting on behalf of the Ineligible Foreign Holders and Electing Selling Scheme Participant and not on the behalf of Atha, to sell all of the New Atha Shares issued in the name of the Sale Agent pursuant to clause 4.5(b) in such manner, or such financial market, at such price and on such other terms as the Sale Agent determines in good faith, as soon as reasonably practicable and in any event not more than 20 trading days (on which Atha Shares are capable of being traded on the CSE) after the Implementation Date.
- (e) Subject to receipt of the Sale Proceeds, Atha must remit, or procure to be remitted, to each Ineligible Foreign Holder and Electing Selling Scheme Participant such proportion of the Sale Proceeds (in Australian dollars) to which that Ineligible Foreign Holder or Electing Selling Scheme Participant is entitled, in accordance with the terms of the Scheme.

4.6 Shares to rank equally

Atha covenants in favour of 92 Energy (in its own right and on behalf of the Scheme Participants) that:

- (a) the New Atha Shares to be issued pursuant to the Scheme will, on issue, be duly and validly authorised and will, on issue, be of the same class of Atha Shares currently issued and outstanding and listed on the CSE and will rank equally in all respects with all issued and outstanding Atha Shares; and
- (b) each such New Atha Share to be issued will, when issued pursuant to the Scheme, be validly issued as fully paid and non-assessable Atha Shares.

4.7 Deed Poll

Atha covenants in favour of 92 Energy to execute and deliver to 92 Energy the Deed Poll on the Execution Date.

4.8 Withholding

- (a) If Atha is required by (i) Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or (ii) any other law to pay an amount to a Tax Authority on behalf of a 92 Energy Shareholder in respect of the acquisition of 92 Energy Shares from certain 92 Energy Shareholders, Atha:
 - (i) is entitled to deduct the relevant amounts from the payment of the Scheme Consideration to those Scheme Participants (by issuing such lesser number of New Atha Shares to the Scheme Participants or Sale Agent, as appropriate) and remit those amounts (or the cash proceeds, after deduction of all applicable fees, foreign exchange, stamp duty, brokerage and other selling costs, Taxes and charges of the Sale Agent reasonably incurred in connection with the sale of such New Atha Shares; provided that any such sale will be made at prevailing market prices and none of Atha, 92 Energy, the Sale Agent, nor their respective agents, as the case may be, shall be under any obligation to obtain a particular price, or indemnify any Scheme Participant or other person in respect of a particular price, for the New Atha Shares so sold) to the ATO or other taxation authority, as applicable;
 - (ii) will not be obliged to increase the aggregate sum paid to 92 Energy Shareholders by the amount of the deduction and the net aggregate sum payable to those 92 Energy Shareholders should be taken to be in full and final satisfaction of amounts owing to those 92 Energy Shareholders; and
 - (iii) must pay any amount to the relevant Tax Authority in the time permitted by law and, if requested in writing by the relevant 92 Energy Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant 92 Energy Shareholder.
- (b) The parties agree to consult with one another in good faith as to the application of Subdivision 14-D, including in respect of requests for declarations from Scheme Participants or requests for clearance from the ATO pursuant to Subdivision 14-D. The parties agree to take all actions that they agree (each acting reasonably) are necessary following that consultation.
- (c) Notwithstanding anything to the contrary in this deed, Atha hereby acknowledges, undertakes, covenants and agrees (in its own right and separately as trustee or nominee for each Scheme Participant) that any Tax or Taxes payable in Canada as a result of the acquisition by Atha of the Scheme Shares is solely for the account and responsibility of Atha and, in respect thereof, Atha:

- (i) is not entitled to adjust the Scheme Consideration or the aggregate sum paid to Scheme Participants by the amount of any Tax or Taxes payable by Atha pursuant to this clause;
- (ii) has no recourse to any Scheme Participant for the recovery or discharge of any such Tax or Taxes in any way whatsoever; and
- (iii) further acknowledges and agrees that the actual or purported imposition and payment of any such Tax or Taxes on or by Atha or any member of the 92 Energy Group pursuant to this clause 4.8(c) will not, of itself, under any circumstances be interpreted and construed to fall within the definition of a 92 Energy Material Adverse Event, nor will it or can it constitute a breach of any 92 Energy Representation and Warranty or any other provision of this deed, or provide Atha with the right to terminate this deed or to claim the 92 Energy Reimbursement Fee.

5 92 Energy Incentive Securities

5.1 92 Energy Options

As soon as possible after the Execution Date (and, in any event, not later than the First Court Date):

- (a) the parties must enter into deeds with each 92 Energy Optionholder (in a form agreed between the parties) pursuant to which all of the 92 Energy Options held by each 92 Energy Optionholder are cancelled with effect on or before the Implementation Date, conditional on the Scheme becoming Effective, for the number of Atha Shares described in the below table:

92 Energy Option Class	Consideration
92 Energy Options expiring 6 April 2026, exercise price A\$0.25	0.3590 Atha Shares per 92 Energy Option
92 Energy Options expiring 6 April 2026, exercise price A\$0.30	0.3141 Atha Shares per 92 Energy Option.
92 Energy Options expiring 6 April 2026, exercise price A\$0.40	0.2244 Atha Shares per 92 Energy Option

- (b) to any extent necessary, 92 Energy must make any necessary waiver applications or requests for ASX consent under the Listing Rules in respect of the actions under this clause 5.1.

5.2 92 Energy Performance Rights

92 Energy must procure that all unvested 92 Performance Rights automatically vest in accordance with their terms upon the Scheme becoming Effective and must procure that, as soon as practicable after the Execution Date (subject to compliance with applicable laws and securities exchange rules, as modified or waived by ASIC or ASX) and prior to the Record Date, each 92 Performance Right is converted, in which case any resulting 92 Energy Shares are issued and entered onto the 92 Energy Share Register, such that:

- (a) there are no outstanding 92 Energy Performance Rights on issue as at the Record Date; and
- (b) the relevant 92 Energy Performance Rightsholders are entitled to participate in the Scheme as Scheme Participants.

6 Implementation of the Scheme

6.1 General obligations

The parties must each use all commercially reasonable and best endeavours to implement the Scheme as soon as reasonably practicable and in accordance with the Indicative Timetable.

6.2 92 Energy obligations

92 Energy must, acting at all times in good faith, take all steps reasonably necessary to propose and (subject to all of the Conditions Precedent being satisfied or waived in accordance with their terms) implement the Scheme as soon as reasonably practicable and substantially in accordance with the Indicative Timetable, including taking the following steps:

- (a) **(Announce Directors' Recommendation)** following execution of this deed, announce, in the form of its Agreed Public Announcement (on the basis of statements made to 92 Energy by each 92 Energy Director that):
 - (i) subject to clause 6.4, the 92 Energy Board unanimously recommends the Scheme to 92 Energy Shareholders and recommends that 92 Energy Shareholders vote in favour of the Scheme at the Scheme Meeting; and
 - (ii) each 92 Energy Director intends to vote, or cause to be voted, all 92 Energy Shares in which he or she has a Relevant Interest in favour of the Scheme at the Scheme Meeting,

in each case in the absence of:

 - (iii) a 92 Energy Superior Proposal; or
 - (iv) the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders;
- (b) **(Independent Expert)** as soon as reasonably practicable after the Execution Date, appoint the Independent Expert, in accordance with RG 112, and provide, in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report, all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report (and any update to any such report);
- (c) **(Copy of Independent Expert's Report)** promptly provide Atha with a copy of each draft of the Independent Expert's Report and the final report received from the Independent Expert (noting that any feedback on the Independent Expert's Report from Atha is to be limited to comments provided in a timely manner as to factual accuracy, including parts that include information relating to Atha);
- (d) **(Preparation of Scheme Booklet)**
 - (i) prepare the Scheme Booklet (other than the Atha Information, the Latitude Information and the Independent Expert's Report) in accordance with all applicable laws including the Corporations Act and Corporations Regulations, RG 60 and the Listing Rules and, subject to clause 6.3(a) include the Atha

Information and Latitude Information in the Scheme Booklet and, without limiting the generality of the foregoing, must ensure that the Scheme Booklet does not contain any untrue statement of a material fact or omit to state a material fact required to be stated in the Scheme Booklet or necessary to make the statements contained in it not misleading in light of the circumstances in which they are made (other than the Atha Information, Latitude Information and the Independent Expert's Report); and

(ii) consult with Atha as to the content and presentation of the Scheme Booklet, including:

- (A) providing Atha with drafts of the Scheme Booklet;
- (B) acting reasonably and in good faith, consider all reasonable comments from Atha and its Representatives on those drafts when preparing revised drafts, provided that such comments are provided to 92 Energy in a timely manner; and
- (C) providing Atha with a revised draft of the Scheme Booklet within a reasonable time before the draft of the Scheme Booklet which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act is finalised;

(e) **(92 Energy Directors Recommendation and Voting Intentions in Scheme Booklet)** state in the Scheme Booklet that:

- (i) subject to clause 6.4, the 92 Energy Board unanimously recommends the Scheme to 92 Energy Shareholders and recommends that 92 Energy Shareholders vote in favour of the Scheme at the Scheme Meeting; and
- (ii) each 92 Energy Director intends to vote, or cause to be voted, all 92 Energy Shares in which he or she has a Relevant Interest in favour of the Scheme at the Scheme Meeting,

in each case in the absence of:

- (iii) a 92 Energy Superior Proposal; or
- (iv) the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders,

(f) **(Confirmation of Atha Information)** seek consent from Atha for the form and context in which the Atha Information appears in the Scheme Booklet (such consent not to be unreasonably withheld or delayed);

(g) **(Lodgement of Regulator's Drafts)**

- (i) no later than 14 days before the First Court Date, provide a near final draft of the Scheme Booklet (**Regulator's Draft**) to ASIC for its review for the purposes of section 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to Atha immediately thereafter; and
- (ii) keep Atha informed of any material issues raised by ASIC in relation to the Regulator's Draft and, where practical to do so, consult with Atha in good faith prior to taking any steps or actions to address any such material issues (provided that, where such issues relate to Atha Information, 92 Energy must not take any steps to address them without Atha's prior written consent);

(h) **(No objection statement)** apply to ASIC for statements under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;

- (i) **(First Court Hearing)** apply to the Court for orders under section 411(1) of the Corporations Act directing 92 Energy to convene the Scheme Meeting;
 - (j) **(Approval and Registration of Scheme Booklet)** if the Court directs 92 Energy to convene the Scheme Meeting, in accordance with section 412(6) of the Corporations Act, request that ASIC register the Scheme Booklet;
 - (k) **(Scheme Meeting)** as soon as reasonably practicable following registration of the Scheme Booklet with ASIC, despatch the Scheme Booklet to 92 Energy Shareholders and convene and hold the Scheme Meeting in accordance with the orders made by the Court at the First Court Hearing;
 - (l) **(Director Votes)** procure that each 92 Energy Director votes any 92 Energy Shares in which he or she has a Relevant Interest in favour of the Scheme at the Scheme Meeting, in the absence of:
 - (i) a 92 Energy Superior Proposal; or
 - (ii) the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders;
 - (m) **(Director Participation)** procure that each 92 Energy Director maintains the recommendation and intention described in clause 6.2(e) and participates in reasonable efforts to promote the Scheme, in the absence of:
 - (i) a 92 Energy Superior Proposal; or
 - (ii) the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders,
- subject to clause 6.4.
- (n) **(Information)** provide reasonable information about the Scheme, 92 Energy, the 92 Energy Group or 92 Energy Shareholders to Atha and its Representatives, which Atha requests and reasonably requires in order to:
 - (i) canvass views on the Scheme by 92 Energy Shareholders;
 - (ii) facilitate the provision by, or on behalf of, Atha of the Scheme Consideration; or
 - (iii) review the tally of proxy appointments and directions received by 92 Energy before the Scheme Meeting;
 - (o) **(Supplementary Disclosure)** if, after despatch of the Scheme Booklet, 92 Energy becomes aware:
 - (i) that information included in the Scheme Booklet is or has become false, misleading or deceptive in any material respect or likely to mislead or deceive (whether by omission or otherwise); or
 - (ii) of information that is required to be disclosed to 92 Energy Shareholders in relation to the Scheme,

under any applicable law or having regard to RG 60 but was not included in the Scheme Booklet, promptly disclose such information to and consult with Atha in good faith as to the need for, and form of, any supplementary disclosure to 92 Energy Shareholders, the need for, the timing of, and directions to be sought at, an additional application to the Court, and make any disclosure that it is ordered to make or

considers reasonably necessary in the circumstances, having regard to orders made by the Court, applicable laws and RG 60;

- (p) **(Conditions Precedent Certificate)** at the Second Court Hearing, provide to the Court (through its counsel):
 - (i) a certificate signed by one of its directors and made in accordance with a resolution of the 92 Energy Board confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent referred to in clauses 3.2(a) as being for the benefit of 92 Energy (whether solely or jointly), other than the Conditions Precedent in clause 3.1(d) (Court Approval of Scheme) and 3.1(e) (Scheme Orders lodged with ASIC), have been satisfied or waived in accordance with clause 3, a draft of which certificate must be provided to Atha by 5:00pm on the day that is three Business Days prior to the Second Court Date; and
 - (ii) any certificate provided to it by Atha pursuant to clause 6.3(f);
- (q) **(Second Court Hearing)** subject to the Conditions Precedent (other than the Condition Precedent in clause 3.1(d)) being satisfied or waived in accordance with clause 3, apply to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme;
- (r) **(Court Documents)** prepare the Court documents (including originating processes, affidavits, submissions and draft minutes of Court orders), provide drafts of those documents to Atha in a timely manner prior to filing those documents with the Court and, acting reasonably and in good faith, take into account all reasonable comments on, or suggested amendments to, those documents from Atha and its Representatives, provided that such comments or suggested amendments are provided in a timely manner;
- (s) **(Atha Representation at Court Hearings)** allow, and not oppose, any application by Atha for leave of the Court to be represented by counsel at the First Court Hearing and Second Court Hearing (at Atha's cost);
- (t) **(Extract Court Orders and Notify ASX)** as soon as reasonably possible after conclusion of the Second Court Hearing obtain an office copy of the orders made by the Court under section 411(4)(b) of the Corporations Act approving the Scheme, and, promptly after receipt of these orders, tell the ASX of 92 Energy's intention to lodge the Court orders with ASIC the following Business Day;
- (u) **(Lodgement of Court Orders)** for the purposes of section 411(10) of the Corporations Act, lodge with ASIC an office copy of the orders made by the Court under section 411(4)(b) of the Corporations Act approving the Scheme before 5:00pm on the Business Day following the day on which it receives such office copy;
- (v) **(Suspension of Trading)** apply to ASX to have:
 - (i) trading in 92 Energy Shares suspended from the close of trading on the Effective Date; and
 - (ii) 92 Energy removed from the official list of ASX, and quotation of 92 Energy Shares on ASX terminated, with effect on and from the close of trading on the Trading Day immediately following, or shortly after, the Implementation Date,or, in each case, such other dates as the parties may agree, acting reasonably, following consultation with ASX and not do anything to cause any of these things to happen before the time specified in this clause 6.2(v);
- (w) **(Scheme Implementation)** if the Court makes orders under section 411(4) of the Corporations Act approving the Scheme:

- (i) determine the identity of each Scheme Participant and their entitlement to the Scheme Consideration as at the Record Date, including by taking up-to-date copies of the 92 Energy Share Register current as at the Record Date;
- (ii) provide to Atha all information about the Scheme Participants that Atha reasonably requires in order for Atha to provide the Scheme Consideration to the Scheme Participants in accordance with the Scheme;
- (iii) execute proper instruments of transfer of and giving effect to and registering the transfer of all 92 Energy Shares to Atha in accordance with the Scheme; and
- (iv) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court;
- (x) **(Listing)** take all reasonable steps to maintain 92 Energy's listing on ASX, notwithstanding any suspension of the quotation of 92 Energy Shares, up to and including the Implementation Date, including making appropriate applications to ASX;
- (y) **(Compliance with Laws)** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws, regulations and policy;
- (z) **(Prepare 92 Energy Circular Information)**
 - (i) as soon as reasonably practicable after the Execution Date, prepare the 92 Energy Circular Information for inclusion in the Atha Circular in accordance with all applicable laws; and
 - (ii) provide Atha with drafts of the 92 Energy Circular Information in a timely manner and, acting reasonably and in good faith, take into account all reasonable comments from Atha and its Representatives on those drafts, provided that such comments are provided to 92 Energy in a timely manner;
- (aa) **(Assistance with Atha Circular)** provide any assistance or information reasonably requested by Atha or its Representatives in connection with the preparation of the Atha Circular (including any supplementary disclosure to Atha Shareholders), including reviewing the drafts of the Atha Circular prepared by Atha and provide comments in a timely manner on those drafts in good faith;
- (bb) **(Update 92 Energy Circular Information)** promptly advise Atha in writing if it becomes aware that any of the 92 Energy Circular Information in the Atha Circular contains any Misrepresentation (as defined under the Securities Act (British Columbia)); and
- (cc) **(Assistance with Latitude Circular)** provide any assistance or information reasonably requested by Latitude or its Representatives in connection with the preparation of the management information circular of Latitude to be sent to Latitude Shareholders in connection with the special shareholders meeting of Latitude to be called to consider and, if thought fit, approve the Latitude Shareholder Resolution in respect of the Latitude Transaction (including any supplementary disclosure to shareholders of Latitude), including reviewing the drafts of such management information circular prepared by Latitude and provide comments in a timely manner on those drafts in good faith.

6.3 Atha obligations

Atha must, acting at all times in good faith, take all steps reasonably necessary to implement the Scheme (subject to all of the Conditions Precedent being satisfied or waived in accordance with their terms) in accordance with the Indicative Timetable and otherwise as soon as practicable and substantially in accordance with the Indicative Timetable and on and subject to the terms of this deed. Without limiting the foregoing, Atha must:

- (a) **(Prepare Atha Information)**
 - (i) as soon as reasonably practicable after the Execution Date, prepare the Atha Information for inclusion in the Scheme Booklet in accordance with all applicable laws (including the Corporations Act and Corporations Regulations, RG 60 and the Listing Rules); and
 - (ii) provide 92 Energy with drafts of the Atha Information in a timely manner and, acting reasonably and in good faith, take into account all reasonable comments from 92 Energy and its Representatives on those drafts, provided that such comments are provided to Atha in a timely manner;
- (b) **(Assistance with Scheme Booklet and Court documents)** provide any assistance or information reasonably requested by 92 Energy or its Representatives in connection with the preparation of the Scheme Booklet (including any supplementary disclosure to 92 Energy Shareholders) or any Court documents, including reviewing the drafts of the Scheme Booklet prepared by 92 Energy and provide comments in a timely manner on those drafts in good faith;
- (c) **(Independent Expert's Report)** subject to the Independent Expert agreeing to reasonable confidentiality restrictions (such agreement to be in form and substance satisfactory to Atha, acting reasonably), provide any assistance or information reasonably requested by 92 Energy or its Representatives, or by the Independent Expert, in connection with the preparation of the Independent Expert's Report (and any update or variation to any such report);
- (d) **(Deed Poll)** on the Execution Date execute the Deed Poll and, if the Scheme becomes Effective, comply with its obligations under the Deed Poll;
- (e) **(Update Atha Information)** promptly advise 92 Energy in writing if it becomes aware:
 - (i) of information which should have been but was not included in the Atha Information in the Scheme Booklet (including if known at the time), and promptly provide 92 Energy with the omitted information; or
 - (ii) that the Atha Information in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise), and promptly provide 92 Energy with any information required to correct such misleading or deceptive statements;
- (f) **(Conditions Precedent Certificate)** before 8.00am on the Second Court Date, provide to 92 Energy for provision to the Court at the Second Court Hearing a certificate signed by one of its directors or officers and made in accordance with a resolution of the Atha Board confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent referred to in clauses 3.2(a) as being for the benefit of Atha (whether solely or jointly), other than the Conditions Precedent in 3.1(d) (Court Approval of Scheme) and 3.1(e) (Scheme Orders lodged with ASIC), have been satisfied or waived in accordance with clause 3, a draft of which certificate must be provided to 92 Energy by 5:00pm on the day that is three Business Days prior to the Second Court Date;
- (g) **(Scheme Consideration)** if the Scheme becomes Effective, provide the Scheme Consideration in the manner and in the amount contemplated by clause 4 of this deed, the terms of the Scheme and the Deed Poll;
- (h) **(Share Transfer)** if the Scheme becomes Effective, accept a transfer of the Scheme Shares as contemplated by clause 4.1 and execute instruments of transfer in respect of the Scheme Shares in accordance with the Scheme;
- (i) **(Quotation of Atha Shares)**: apply to CSE as may be required, necessary or advisable, and obtain any consents or approvals necessary or advisable, for the New Atha Shares to be issued as Scheme Consideration pursuant to the Scheme to be

listed on the CSE (subject to Atha fulfilling any post-closing conditions of the CSE and to the Scheme becoming Effective), and to trade on the CSE as soon as practicable after the Implementation Date;

- (j) **(Scheme Considerations)**: do all things necessary, including obtaining all Atha Board and regulatory approvals or consent necessary to issue the Scheme Consideration in accordance with the Scheme, Deed Poll and this deed;
- (k) **(Announce Directors' Recommendation)** following execution of this deed, announce, in the form of its Agreed Public Announcement (on the basis of statements made to Atha by each Atha Director that):

- (i) subject to clause 6.4, the Atha Board unanimously recommends the Transaction to Atha Shareholders and recommends that Atha Shareholders vote in favour of the Atha Shareholder Resolution; and
- (ii) each Atha Director intends to vote, or cause to be voted, all Atha Shares in which he or she has voting power in favour of the Atha Shareholder Resolution,

in each case in the absence of an Atha Superior Proposal;

- (l) **(Atha Shareholder Meeting)** in accordance with the requirements of the CSE, as soon as reasonably practicable after the Execution Date, Atha must take all steps necessary to obtain Atha Shareholder approval of the Atha Shareholder Resolution, including:
 - (i) subject to 92 Energy providing the 92 Energy Circular Information and Atha's receipt of the Latitude Circular Information from Latitude, if applicable, prepare the Atha Circular in accordance with the requirements of all applicable Canadian securities and corporate laws and the applicable rules and policies of the CSE (including the CSE Listing Rules);
 - (ii) consult with 92 Energy as to the content and presentation of the Atha Circular, including:
 - (A) providing 92 Energy with drafts of the Atha Circular;
 - (B) acting reasonably and in good faith, consider all reasonable comments from 92 Energy and its Representatives on those drafts when preparing revised drafts, provided that such comments are provided to Atha in a timely manner; and
 - (C) providing 92 Energy with a revised draft of the Atha Circular within a reasonable time before the draft of the Atha Circular is provided to CSE for review or finalised and filed with the Canadian Securities Administrators;
 - (iii) send the Atha Circular to Atha Shareholders and convene and hold the Atha Meeting in accordance with applicable Canadian securities and corporate legislation and the constating documents of Atha;
 - (iv) if the Atha Shareholder Resolution is passed by the requisite simple majority of Atha Shareholders, do all such things as are required to give full effect to that resolution; and
 - (v) until the Implementation Date, promptly inform 92 Energy if it becomes aware that the Atha Circular contains any Misrepresentation (as defined under the Securities Act (British Columbia));
- (m) **(Atha Directors Recommendation and Voting Intentions in Atha Circular)** state in the Atha Circular that:

- (i) subject to clause 6.4, each Atha Director recommends that Atha Shareholders vote in favour of the Atha Shareholder Resolution; and
- (ii) each Atha Director intends to vote, or cause to be voted, all Atha Shares in which he or she has an interest in favour of the Atha Shareholder Resolution, in each case in the absence of an Atha Superior Proposal;
- (n) **(Director Votes)** procure that each Atha Director votes any Atha Shares in which he or she has voting power in favour of the Atha Shareholder Resolution at the Atha Meeting, in the absence of an Atha Superior Proposal;
- (o) **(Director Participation)** procure that each Atha Director maintains the recommendation and intention described in clause 6.3(m) and participates in reasonable efforts to promote the Transaction, in the absence of an Atha Superior Proposal, subject to clause 6.4; and
- (p) **(Supplementary Disclosure)** if, after mailing the Atha Circular to Atha Shareholders, Atha becomes aware:
 - (i) that any Information in the Atha Circular contains any Misrepresentation (as defined under the Securities Act (British Columbia)); or
 - (ii) of information that is required to be disclosed to Atha Shareholders in connection with the Transaction, under any applicable Canadian securities or corporate legislation but was not included in the Atha Circular,

promptly disclose such information to and consult with 92 Energy in good faith as to the need for, and form of, any supplementary disclosure to Atha Shareholders.

6.4 Form of Recommendation

The obligations in clauses 6.2(a), 6.2(e), 6.2(l), 6.2(m), 6.3(k), 6.3(m) and 6.3(n) will cease to apply to the extent that:

- (a) a Court or any Regulatory Authority requests or requires that a 92 Energy Director or Atha Director (as applicable) must abstain from making a recommendation to 92 Energy Shareholders or Atha Shareholders (as applicable) due to a Personal Interest in the Scheme or Transaction; or
- (b) after obtaining written advice from his or her independent legal adviser, a 92 Energy Director or an Atha Director (as applicable) reasonably determines that he or she should not provide or continue to maintain any recommendation due to a Personal Interest in the Scheme or Transaction that renders it inappropriate for him or her to make or maintain a recommendation to 92 Energy Shareholders or Atha Shareholders (as applicable).

6.5 Director Confirmations

- (a) 92 Energy represents and warrants to Atha that each 92 Energy Director has confirmed in writing his or her agreement not to do anything inconsistent with their recommendation and voting intention (including withdrawing, changing or in any way qualifying their recommendation or voting intention) provided pursuant to clauses 6.2(a), 6.2(e) and 6.2(l) other than in the circumstances referred to in such clauses.
- (b) Atha represents and warrants to 92 Energy that each Atha Director has confirmed in writing his or her agreement not to do anything inconsistent with their recommendation and voting intention (including withdrawing, changing or in any way qualifying their recommendation or voting intention) provided pursuant to clauses 6.3(k), 6.3(m) and 6.3(n) other than in the circumstances referred to in such clauses.

6.6 Scheme Booklet

- (a) If the parties are unable to agree on the form or content of a particular part of the Scheme Booklet, then:
 - (i) if the relevant part of the Scheme Booklet is Atha Information, 92 Energy will make such amendments to that part of the Scheme Booklet as required by Atha (acting reasonably and in good faith);
 - (ii) if applicable and if the relevant part of the Scheme Booklet is Latitude Information, 92 Energy will make such amendments to that part of the Scheme Booklet as required by Latitude; and
 - (iii) in any other case, 92 Energy (acting reasonably and in good faith) will decide the form and content of that part of the Scheme Booklet.
- (b) The parties agree that the Scheme Booklet will contain a responsibility statement to the effect that:
 - (i) 92 Energy is responsible for the 92 Energy Information contained in the Scheme Booklet;
 - (ii) Atha is responsible for the Atha Information contained in the Scheme Booklet;
 - (iii) Latitude is responsible for the Latitude Information contained in the Scheme Booklet, if applicable;
 - (iv) the Independent Expert is responsible for the Independent Expert's Report, and none of 92 Energy, Atha or their respective directors or officers assumes any responsibility for the accuracy or completeness of the Independent Expert's Report or any other report or letter issued to 92 Energy by a Third Party in connection with the Independent Expert's Report; and
 - (v) if the Scheme Booklet contains a tax opinion, that tax adviser is responsible for such tax opinion.
- (c) Each party must undertake appropriate due diligence and verification processes for the information supplied by that party for the Scheme Booklet to confirm the accuracy of that information and ensure (insofar as the 92 Energy Information and the Atha Information is concerned, as applicable) the Scheme Booklet is not false, misleading or deceptive in any material respect or likely to mislead or deceive (whether by omission or otherwise) in any material respect. Atha undertakes and agrees to use commercially reasonable endeavours to procure that Latitude provides all necessary Latitude Information to 92 Energy on a timely basis and when reasonably requested by 92 Energy, including the verification of such information, together with all other reasonable assistance reasonably requested of Latitude by 92 Energy in respect thereof. Each party acknowledges that it is not responsible for the Latitude Information contained in the Scheme Booklet, and it is the responsibility of Latitude to undertake appropriate due diligence and verification processes for the information supplied by Latitude for the Scheme Booklet to confirm the accuracy of that information and ensure (insofar as the Latitude Information is concerned) the Scheme Booklet is not false, misleading or deceptive in any material respect or likely to mislead or deceive (whether by omission or otherwise) in any material respect.

6.7 Atha Circular

- (a) If the parties are unable to agree on the form or content of a particular part of the Atha Circular, then:
 - (i) if the relevant part of the Atha Circular is 92 Energy Circular Information, Atha will make such amendments to that part of the Atha Circular as required by 92 Energy (acting reasonably and in good faith); and

- (ii) in any other case, Atha (acting reasonably and in good faith) will decide the form and content of that part of the Atha Circular.
- (b) The parties agree that the Atha Circular will contain a responsibility statement to the effect that:
 - (i) 92 Energy is responsible for the 92 Energy Circular Information contained in the Atha Circular;
 - (ii) Latitude is responsible for the Latitude Circular Information contained in the Atha Circular, if applicable; and
 - (iii) Atha is responsible for the Atha Circular Information contained in the Atha Circular.
- (c) Each party must undertake appropriate due diligence and verification processes for the information supplied by that party for the Atha Circular to confirm the accuracy of that information and ensure (insofar as the 92 Energy Circular Information and the Atha Circular Information is concerned, as applicable) the Atha Circular is not false, misleading or deceptive in any material respect or likely to mislead or deceive (whether by omission or otherwise) in any material respect. Each party acknowledges that it is not responsible for the Latitude Circular Information contained in the Atha Circular, and it is the responsibility of Latitude to undertake appropriate due diligence and verification processes for the information supplied by Latitude for the Atha Circular to confirm the accuracy of that information and ensure (insofar as the Latitude Circular Information is concerned) the Atha Circular is not false, misleading or deceptive in any material respect or likely to mislead or deceive (whether by omission or otherwise) in any material respect.

6.8 Access

- (a) Between the Execution Date and the earlier of the Implementation Date and the date this deed is terminated, each party must, and must cause each other Group Member, to promptly provide the other party and its Representatives with reasonable access to a party's Representatives and documents, records, and other information reasonably requested by the other party or its Representatives, which the other party reasonably requires for the purposes of:
 - (i) satisfying any of the Conditions Precedent;
 - (ii) understanding the financial position, business, operations or assets of the Group;
 - (iii) implementing the Transaction; and
 - (iv) planning the transition of the 92 Energy Group and Atha Group and other matters relating to the conduct of the 92 Energy Group and Atha Group following implementation of the Transaction,

provided that the other party has provided it with reasonable prior notice of the access it requires (including the identity of Representatives who are to exercise that right of access on behalf of the other party).
- (b) Nothing in this clause 6.8 shall require a party to provide any information:
 - (i) in breach of an obligation of confidentiality to any person;
 - (ii) that will result in it breaching any laws; or
 - (iii) concerning consideration of the Scheme, the Transaction or any actual or potential Competing Transaction.

- (c) Each party agrees, and agrees to procure that its Representatives agree, to comply with the other party's reasonable requirements (including allowing oversight and participation by a party's Representatives).

6.9 Appointment of directors to Atha Board

Atha must, on or before the Implementation Date, invite one existing 92 Energy Director of 92 Energy's choice to join the Atha Board (conditional on the Scheme becoming Effective) and, subject to that individual providing a signed consent to act and duly completed CSE Form 3 – *Personal Information Forms* to Atha, Atha must:

- (a) appoint such individual, by Atha Board resolution, to the Atha Board with effect:
 - (i) from the Implementation Date; or
 - (ii) if the Implementation Date occurs prior to the Atha 2023 annual general meeting (expected to be held in March 2024) and if reasonably required by Atha, with effect from any time from the Implementation Date up to the closing of that annual general meeting, in order to comply with Atha's constating documents and to allow an orderly transition; and
- (b) recommend such designee for election at the first Atha annual general meeting following the Implementation Date.

6.10 Appointment/retirement of 92 Energy Directors

- (a) 92 Energy must, as soon as reasonably practicable on the Implementation Date, after the Scheme Consideration has been issued or provided to Scheme Participants in accordance with the terms of this deed and the Scheme, take all actions necessary to:
 - (i) cause the appointment of each nominee of Atha to the 92 Energy Board and the board of directors or offices of 92 Energy Subsidiaries and ensure that all directors and officers of any member of the 92 Energy Group act in accordance with, and take all necessary steps to give effect to, the instructions and requests of Atha on and from the Implementation Date; and
 - (ii) revoke any and all powers of attorney granted in respect of any member of the 92 Energy Group (including, but not limited to, any powers of attorney granted in favour of a 92 Energy Director, any other officer of 92 Energy, a director of a 92 Energy Subsidiary or any officer of a 92 Energy Subsidiary), in each case in a manner satisfactory to Atha,

in each case, in accordance with constitution of the relevant member of the 92 Energy Group and all applicable laws (including the Corporations Act and the Listing Rules).

- (b) 92 Energy represents and warrants to Atha that it has been advised by each 92 Energy Director that they will, and 92 Energy must procure that the 92 Energy Board will, on the Implementation Date, after the Scheme Consideration has been given to Scheme Participants in accordance with the terms of this deed and the Scheme:
 - (i) procure that each 92 Energy Director resigns from their office as a 92 Energy Director (unless otherwise agreed with Atha) by providing to the 92 Energy Board their resignation in writing (such resignation to include a statement to the effect that the outgoing director has no claim outstanding (except for outstanding fees incurred up to the resignation date) against any member of the 92 Energy Group);
 - (ii) procure that each director of each Subsidiary of 92 Energy resigns from their office as a director of the relevant Subsidiary of 92 Energy (unless otherwise agreed with Atha) by providing to the board of the relevant Subsidiary of 92 Energy their resignation in writing (such resignation to include a statement to

the effect that the outgoing director has no claim outstanding (except for outstanding fees incurred up to the resignation date) against any member of the 92 Energy Group).

6.11 Transaction Implementation Committee

- (a) The parties must establish a Transaction Implementation Committee as soon as reasonably practicable after the Execution Date. The role of the Transaction Implementation Committee will be to act as a forum for consultation and planning by the parties to:
 - (i) implement the Scheme, and the Transaction more broadly;
 - (ii) consider any material variation of the 92 Energy Budget or Atha Budget of over 50% (whether for any individual budgeted line item or in aggregate);
 - (iii) monitor and (to the extent practicable) minimise transaction costs incurred by 92 Energy as the Transaction progresses to implementation; and
 - (iv) ensure the smooth transition of the management of the business and affairs of the 92 Energy Group to the Atha Group following the implementation of the Scheme, including any reasonable assistance required or requested by Atha.
- (b) The Transaction Implementation Committee will meet at least fortnightly (unless otherwise agreed by the parties), and meetings may be held via telephone or video conference.
- (c) Subject to this deed, nothing in this clause requires either party to act at the direction of the other. The business of each party will continue to operate independently from the other until the Implementation Date. The parties agree that nothing in this deed constitutes the relationship of a partnership, joint venture or similar nature between the parties.

6.12 U.S. Securities Laws

- (a) 92 Energy and Atha shall take all reasonable steps as may be required to cause the Scheme Consideration to be issued to the Scheme Participants under the Scheme to be issued pursuant to the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.
- (b) In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, 92 Energy and Atha agree that the Scheme will be implemented on the following basis:
 - (i) the Scheme will be subject to the approval of the Court;
 - (ii) prior to the Second Court Date, the Court will be advised that Atha intends to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance and exchange of all Scheme Consideration pursuant to the Scheme based on the Court's approval of the Scheme;
 - (iii) the Court will be required to satisfy itself as to the fairness of the Scheme to the Scheme Participants entitled to receive Scheme Consideration pursuant to the Scheme;
 - (iv) 92 Energy will ensure that Scheme Participants entitled to receive Scheme Consideration pursuant to the Scheme will, in a manner consistent with orders of the Court, be given notice advising them of their right to attend the hearing of the Court to give approval of the Scheme and providing them with information necessary for them to exercise that right;

- (v) each Scheme Participant will have the right to appear before the Court at the hearing of the Court to give approval of the Scheme under section 411(4) of the Corporations Act so long as they enter an appearance within a reasonable time; and
- (vi) 92 Energy shall request that the Court orders approving the Scheme, or the reasons for judgment in respect of the same, under section 411(4) of the Corporations Act shall include a statement substantially to the following effect:

“Atha intends to rely on this Order or reasons as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended (the “Act”), from the registration requirements of the Act in connection with the issue and exchange of Scheme Consideration pursuant to the Scheme”.

7 Conduct of business

7.1 Overview

From the Execution Date up to and including the Implementation Date, each party must (and must ensure that its Affiliates) conduct their businesses:

- (a) in the ordinary and proper course and in all material respects in accordance with applicable laws;
- (b) substantially consistent with the 92 Energy Budget and Atha Budget (as applicable); and
- (c) in substantially the same manner as previously conducted in the 12 months prior to the Execution Date,

and, in the interest of clarity, the parties acknowledge and agree that actions taken by either party in connection with the Latitude Transaction or the Atha Equity Raising will be in compliance with this clause 7.1.

7.2 Specific Obligations

Without limiting clause 7.1 and other than with the prior approval of the other party (which approval must not be unreasonably withheld or delayed) or as required by this deed, each party must (and must ensure that each Group Member), during the period contemplated by clause 7.1, use all commercially reasonable and best endeavours to:

- (a) **(business and assets)** conduct its business at the same locations, and maintain the condition of its business and assets, materially in the manner maintained in the 12 months prior to the Execution Date, including maintaining at least its current level of insurance over its business and assets and, substantially operating in accordance with the 92 Energy Budget and Atha Budget (as applicable);
- (b) **(officers and employees)** other than as a result of retirement, redundancy, non-renewal of contracts or resignation in the ordinary course, substantially keep available the services of its current officers and employees;
- (c) **(relationships)** substantially maintain and preserve its relationships and contracts with customers, suppliers, licensors, licensees, joint venturers, Regulatory Authorities and others with whom it has business dealings and which are material to its business;
- (d) **(information)** subject to compliance with law, consult with the other party with respect to decisions regarding its business and operations that will have a material impact on the Atha Group post implementation of the Scheme, other than decisions in the normal course of business consistent with past practice;

- (e) **(notification)** promptly notify the other party in writing of:
 - (i) the occurrence of a 92 Energy Material Adverse Event, Atha Material Adverse Event, 92 Energy Prescribed Occurrence or Atha Prescribed Occurrence (as applicable); or
 - (ii) a material departure of over 50% (whether for any individual budgeted line item or in aggregate) from the 92 Energy Budget or the Atha Budget (as applicable);
- (f) **(Atha Equity Raising)** in respect of Atha, take all steps reasonably necessary and as soon as reasonably practicable to implement the Atha Equity Raising, including:
 - (i) conducting the Atha Equity Raising in accordance with all applicable laws;
 - (ii) complying with and enforcing the terms of the Atha Equity Raising Agreements; and
 - (iii) consulting with 92 Energy as to the status and any material matters pertaining to the Atha Equity Raising; and
- (g) **(Latitude Transaction):**
 - (i) in respect of Atha:
 - (A) take all steps reasonably necessary and as soon as reasonably practicable to implement the Latitude Transaction, including:
 - (I) conducting the Latitude Transaction in accordance with all applicable Canadian securities and corporate laws; and
 - (II) complying with and enforcing the terms of the Latitude Arrangement Agreement; and
 - (III) consulting with 92 Energy as to the terms of the Latitude Arrangement Agreement and any material matters pertaining to the Latitude Transaction; and
 - (B) keep 92 Energy promptly and reasonably informed of Atha's and Latitude's (so far as it is aware) progress towards satisfaction of the conditions precedent under the Latitude Arrangement Agreement;
 - (C) promptly notify 92 Energy or procure that Latitude promptly notifies 92 Energy if it becomes or they become aware that any of the conditions set out in clause 3.1(r) (Latitude Transaction) is incapable of being satisfied or of any event that may prevent any such condition being satisfied;
 - (D) not amend, supplement, restate or otherwise modify the terms of the Latitude Arrangement Agreement in any material respect without obtaining the prior written agreement of 92 Energy (such agreement not to be unreasonably withheld or delayed); and
 - (E) not waive any condition precedent or waive or exercise any termination right under the Latitude Arrangement Agreement without the prior written agreement of 92 Energy (such agreement not to be unreasonably withheld or delayed); and
 - (ii) in respect of 92 Energy, provide any reasonable assistance or information reasonably requested by Atha or its Representatives in connection with the Latitude Transaction.

7.3 Prohibited Actions

Subject to clause 7.4, each party must not, and must ensure that each Group Member does not, during the period referred to in clause 7.1:

- (a) **(no amendment to terms)** amend the terms of any securities or any other incentive plan;
- (b) **(employment agreements)** increase the remuneration of or pay any bonus (other than in accordance with existing arrangements and in the ordinary course) or issue any securities or options to, or otherwise vary the employment agreements with, any of its directors or employees;
- (c) **(budget)** incur or commit to expenditure which exceeds the relevant 92 Energy Budget or the Atha Budget (as applicable) budgeted line item by 50% or more;
- (d) **(accelerate rights)** accelerate the rights of any of its directors or employees to benefits of any kind other than as provided for in any existing terms of agreements or securities in place as at the Execution Date;
- (e) **(termination or bonus payments)** pay a director or employee a termination, severance, retention or bonus payment, other than as provided for in an existing employment contract in place as at the Execution Date;
- (f) **(Financial Indebtedness)** incur any additional Financial Indebtedness above:
 - (i) in the case of 92 Energy, \$250,000 in aggregate; and
 - (ii) in the case of Atha, C\$600,000 in aggregate;
- (g) **(tax disputes)** settle or compromise any dispute, audit on inquiry in relation to Tax or duty or amends any Tax return, other than in the ordinary course of its business;
- (h) **(employee bargaining)** except under contractual arrangements in effect on the Execution Date and which have been Fairly Disclosed in the 92 Energy Disclosure Materials (in the case of 92 Energy) or Atha Disclosure Materials (in the case of Atha), enter into any enterprise bargaining agreement or any similar collective employment agreement;
- (i) **(financial accommodation)** provide financial accommodation to any person other than to any Group Member (irrespective of what form of Financial Indebtedness that accommodation takes);
- (j) **(derivative instrument agreements)** enter into any agreement, arrangement or transaction with respect to derivative instruments (including swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments;
- (k) **(legal proceedings settlement)** settle any legal proceedings, disputed claim, investigation, arbitration or other like proceeding involving an amount above:
 - (i) in the case of 92 Energy, \$250,000 in aggregate; and
 - (ii) in the case of Atha, C\$600,000 in aggregate;
- (l) **(accounting policy)** change any accounting policy of it or any Group Member applied to report its financial position, other than any change in policy required by a change in Accounting Standards;
- (m) **(insurance)** cancel any existing insurance policy in the name of or for the benefit of it or any Group Member in respect of any material assets or material risks unless a replacement policy (on the same or substantially similar terms) has been put in place;

- (n) **(new business)** enter into any new line of business or new type of activities in which it or any Group Member is not engaged as of the Execution Date;
- (o) **(constitution)** amend the constitution of it or any Group Member;
- (p) **(Prescribed Occurrences)** take or fail to take any action which is, or would be reasonably expected to give rise to, a 92 Energy Prescribed Occurrence (in the case of 92 Energy) or Atha Prescribed Occurrence (in the case of Atha);
- (q) **(Material Adverse Event)** take or fail to take any action which is, or would be reasonably expected to give rise to, a 92 Energy Material Adverse Event (in the case of 92 Energy) or Atha Material Adverse Event (in the case of Atha); or
- (r) **(agreement)** agree to do any of the matters set out above.

7.4 Exceptions to conduct of business restrictions

Nothing in clause 7.3 restricts the ability of a party to take any action:

- (a) expressly required or permitted by this deed or the Scheme;
- (b) required by law or by an order of a Regulatory Authority;
- (c) approved in writing by the other party (such approval not to be unreasonably withheld or delayed);
- (d) which has been Fairly Disclosed in the 92 Energy Disclosure Materials (in the case of 92 Energy) or Atha Disclosure Materials (in the case of Atha) (including an action that a party may carry out between (and including) the Execution Date and the Implementation Date);
- (e) where applicable, to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property); or
- (f) which is necessary for it or any Group Member to meet its legal obligations or contractual obligations under a Material Contract existing prior to the Execution Date.

8 Exclusivity

8.1 No continuing discussions

- (a) Each party represents and warrants to the other party that as at the Execution Date:
 - (i) it has ceased all negotiations or discussions with any person in respect of any Competing Transaction, or which could reasonably be expected to encourage or lead to the making of an actual, proposed or potential Competing Transaction; and
 - (ii) it is not a party to any agreement or arrangement with a Third Party for the purpose of facilitating a Competing Transaction.
- (b) On the Execution Date, each party must, and must procure that each of its Representatives:
 - (i) cease any discussions with any Third Party in relation to, a potential Competing Transaction or a transaction which would affect, prejudice or jeopardise the completion of the Transaction;
 - (ii) cease the provision of any due diligence access and the making available of any non-public information in relation to it to any Third Party and procure the return or destruction of such non-public information by the Third Party; and

- (iii) not terminate, waive, amend or modify any provision of any existing confidentiality agreement relating to any possible Competing Transaction or any standstill agreement to which any Group Member is a party and must use reasonable endeavours to enforce all standstill, non-disclosure, non-solicit and similar covenants in any agreement to which any Group Member is a party.

8.2 No-shop

During the Exclusivity Period, the parties must ensure that none of it, any Group Member, or any of their respective Representatives directly or indirectly:

- (a) solicits, invites, encourages or initiates any Competing Transaction; or
- (b) communicates any intention to do any of these things,

in relation to, or which may reasonably be expected to encourage or lead to the making of any inquiry, expression of interest, offer, proposal, discussion or other communication from any person in relation to an actual, proposed or potential Competing Transaction or which affects, prejudices or jeopardises or might reasonably be expected to affect, prejudice or jeopardise the completion of the Transaction.

8.3 No-talk

Subject to clause 8.7, during the Exclusivity Period, the parties must ensure that none of it, any Group Member, or any of their respective Representatives directly or indirectly:

- (a) responds to, facilitates, negotiates or enters into or participates in negotiations, discussions or other communications with any Third Party; or
- (b) negotiates, accepts or enters into, or offers or agrees to negotiate or accept or enter into any agreement, arrangement or understanding; or
- (c) communicates any intention to do any of these things,

in relation to, or which may reasonably be expected to lead to an actual, proposed or potential Competing Transaction or which may reasonably be expected to affect, prejudice or jeopardise the completion of the Transaction.

8.4 Due diligence information

- (a) During the Exclusivity Period, the parties must ensure that none of it, any Group Member, or any of their respective Representatives, directly or indirectly:
 - (i) solicits, invites, initiates, encourages, facilitates or permits any Third Party (other than the other party) to undertake due diligence investigations on it, any Group Member, or their businesses and operations in connection with or with a view to obtaining or which would reasonably be expected to lead to such person formulating, developing or finalising, or assisting in the formulation, development or finalisation or announcement of, an actual, proposed or potential Competing Transaction; or
 - (ii) subject to clause 8.7, makes available to any Third Party (other than the other party) or permits any other person to receive (in the course of due diligence investigations or otherwise) any non-public information relating to it, any Group Member or their businesses and operations.
- (b) If a party proposes that any non-public information be provided to a Third Party in reliance on the exception in clause 8.7, then any non-public information provided to that Third Party must also be provided to the other party (unless the information has already been provided to the other party or its Representatives).

- (c) Nothing in this clause 8 prevents a party or any of its Representatives from:
 - (i) providing information to its Representatives; or
 - (ii) providing information required to be provided by law, a Court or any Regulatory Authority.

8.5 Notification of approaches

- (a) During the Exclusivity Period, each party must as soon as reasonably practicable notify the other party (and in any event within one Business Day) in writing if it, any Group Member or any of their respective Representatives becomes aware of:
 - (i) any approach, inquiry or proposal made to, and any attempt or any intention on the part of any person to initiate or continue any negotiations or discussions with it or any of its Representatives with respect to, or that could reasonably be expected to lead to, an actual, proposed or potential Competing Transaction or a transaction which would affect, prejudice or jeopardise the completion of the Transaction, whether unsolicited or otherwise;
 - (ii) any proposal whether written or otherwise made to it, any Group Member or any of their respective Representatives, in connection with, or in respect of any exploration or consummation of, an actual, proposed or potential Competing Transaction or a transaction which would affect, prejudice or jeopardise the completion of the Transaction, whether unsolicited or otherwise;
 - (iii) any request for information relating to it, any Group Member or any of their respective businesses or operations or any request for access to the books or records of it or any Group Member, which it has reasonable grounds to suspect may relate to a current or future Competing Transaction or a transaction which would affect, prejudice or jeopardise the completion of the Transaction; or
 - (iv) any intention by it, any Group Member or any of their respective Representatives to provide any information relating to it, any Group Member or their respective businesses or operations to any person in connection with or for the purposes of a current or future Competing Transaction or a transaction which would affect, prejudice or jeopardise the completion of the Transaction.
- (b) A notice given under this clause 8.5 must be accompanied by all material details of the relevant event (including the identity of the Third Party), including:
 - (i) the terms and conditions of any actual, proposed or potential Competing Transaction (to the extent known, including price, conditions precedent, timetable and break or reimbursement fee (if any) or the transaction which would affect, prejudice or jeopardise the completion of the Transaction; and
 - (ii) the circumstances in which any information is provided to the Third Party as permitted in accordance with clause 8.7.

8.6 Response to Third Party and right to respond

- (a) Without prejudice to a party's rights under this clause 8, if at any time during the Exclusivity Period any director of a party wishes to approve or recommend entry into any agreement, commitment, arrangement or understanding relating to an actual, potential or proposed Competing Transaction, or adversely change, withdraw, adversely modify or adversely qualify its recommendation to vote in favour of the Scheme, the relevant party must ensure that it does not do so:

- (i) unless the Competing Transaction is bona fide; and
 - (ii) until each of the following has occurred:
 - (A) in respect of 92 Energy:
 - (I) the 92 Energy Board has made the determination contemplated by clause 8.7(b) in respect of that 92 Energy Competing Transaction;
 - (II) 92 Energy has given Atha notice in writing: (a) of the identity of the Third Party and (b) of its intention to enter into an agreement, commitment, arrangement or understanding relating to that 92 Energy Competing Transaction, subject to Atha's rights under clause 8.6(b);
 - (III) Atha's rights under clause 8.6(b) have been exhausted; and
 - (IV) the 92 Energy Board has made the determination contemplated by clause 8.7(b) in respect of that 92 Energy Competing Transaction after Atha's rights under clause 8.6(b) have been exhausted and after evaluation of any Counterproposal; and
 - (B) in respect of Atha:
 - (I) the Atha Board has made the determination contemplated by clause 8.7(b) in respect of that Atha Competing Transaction;
 - (II) Atha has given 92 Energy notice in writing: (a) of the identity of the Third Party and (b) of its intention to enter into an agreement, commitment, arrangement or understanding relating to that Competing Transaction, subject to 92 Energy's rights under clause 8.6(b);
 - (III) 92 Energy's rights under clause 8.6(b) have been exhausted; and
 - (IV) the Atha Board has made the determination contemplated by clause 8.7(b) in respect of that Atha Competing Transaction after 92 Energy's rights under clause 8.6(b) have been exhausted and after evaluation of any Counterproposal.
- (b) If a party gives notice to the other party under clauses 8.6(a)(ii)(A)(II) or 8.6(a)(ii)(B)(II), the other party will have the right, but not the obligation, at any time during the period of five Business Days following receipt of the notice, to:
- (i) offer to amend the terms of the Scheme;
 - (ii) make a takeover bid for the party; or
 - (iii) propose any other form of transaction,

(each a **Counterproposal**), and if it does so then the party and the party's board must, within two Business Days, review the Counterproposal in good faith and in order to satisfy what the party's board determines is required to comply with their fiduciary and statutory duties, to determine (in good faith) whether the Counterproposal is a Superior Proposal. If the Counterproposal would provide an equivalent or superior outcome for the party and the party's shareholders compared with the Competing Transaction (having regard to the matters noted in clause 8.7(b)), then:

- (iv) if the Counterproposal contemplates an amendment to the Scheme, the parties must promptly enter into an amended agreement in relation to this deed and the Scheme reflecting the Counterproposal; or
 - (v) if the Counterproposal contemplates any other form of transaction, the parties must promptly pursue implementation of the Counterproposal in good faith,
- and in each case, the party must announce promptly to the market that the party's board unanimously recommends the Counterproposal in the absence of a Superior Proposal.
- (c) Where at any time before the Scheme Meeting, a Counterproposal from Atha is received by 92 Energy, the 92 Energy Board determines that the Counterproposal would provide an equivalent or superior outcome for 92 Energy Shareholders compared with the 92 Energy Competing Transaction and the parties have complied with clause 8.6(b), then, subject to applicable laws, at Atha's request, 92 Energy must:
 - (i) apply to the Court for an order adjourning the Scheme Meeting to a date acceptable to Atha, acting reasonably, which (where the Counterproposal involves a revision to the terms of the Scheme) must not be later than 10 Business Days after the scheduled date of the Scheme Meeting; and
 - (ii) if the parties amend the terms of this deed and the Scheme pursuant to clause 8.6(b)(iv) or otherwise pursue implementation of the Counterproposal under clause 8.6(b)(v) the parties must ensure that the details of such amended agreement or other form of Counterproposal and the recommendation of the 92 Energy Board are communicated to the 92 Energy Shareholders as soon as practicable and in any event before the resumption of the adjourned Scheme Meeting.
 - (d) For the purposes of this clause 8.6, each successive modification of any Third Party expression of interest, offer or proposal in relation to a Competing Transaction will constitute a new Competing Transaction and procedures set out in this clause 8.6 must again be followed prior to any member of the 92 Energy Group entering into any agreement, arrangement, understanding or commitment in respect of such Competing Transaction.

8.7 **Fiduciary and other carve-out**

The restrictions in clauses 8.3 and 8.4(a)(ii) do not apply to the extent that it restricts 92 Energy or the 92 Energy Board (in the case of 92 Energy) or Atha or the Atha Board (in the case of Atha) from taking or refusing to take any action with respect to a Competing Transaction (in relation to which there has been no contravention of this clause 8) provided that:

- (a) the Competing Transaction is bona fide and is made in writing by or on behalf of a Third Party; and
- (b) the 92 Energy Board (in the case of 92 Energy) or the Atha Board (in the case of Atha) has determined in good faith, after having received written legal advice from its external legal advisers, that:
 - (i) the Competing Transaction would, if consummated in accordance with its terms, constitute a Superior Proposal, and
 - (ii) failing to respond to such a bona fide Competing Transaction would be reasonably likely to constitute a breach of the fiduciary duties or other statutory obligations of such directors under applicable Law.

8.8 Legal advice

Each party represents and warrants to the other party that:

- (a) prior to entering into this deed it has received legal advice on this deed and the operation of this clause 8; and
- (b) it and its directors consider this clause 8 to be fair and reasonable and that it is appropriate to agree to the terms in clause 8 in order to secure the significant benefits to it, and 92 Energy and the 92 Energy Shareholders (in the case of 92 Energy) or Atha and the Atha Shareholders (in the case of Atha), resulting from the Transaction.

9 92 Energy Reimbursement Fees

9.1 92 Energy Reimbursement Fee

(a) Background

Atha represents and warrants to 92 Energy that it would not have entered into this deed without the benefit of this clause 9.1 and it would not have entered into and continued the negotiations unless Atha had a reasonable expectation that 92 Energy would agree to enter into a clause of this kind.

(b) Acknowledgments

- (i) The fee payable under clause 9.1(d) has been calculated to reimburse Atha for the following:

- (A) external advisory costs;
- (B) out of pocket expenses; and
- (C) reasonable opportunity costs incurred by Atha in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives,

in relation to the Transaction and Atha will incur further costs if the Transaction is not successful (**Atha Costs**).

- (ii) 92 Energy represents and warrants to Atha that:

- (A) prior to entering into this deed it has received legal advice on this deed and the operation of this clause 9.1;
- (B) it has clear documentary evidence supporting the 92 Energy Board's detailed consideration of this deed and this clause 9.1 in particular; and
- (C) it and the 92 Energy Board considers that this clause to be fair and reasonable and that it is appropriate to agree to the terms in this clause 9.1 in order to secure the significant benefits to it, and 92 Energy Shareholders, resulting from the Transaction.

(c) Agreement on Atha Costs

The parties acknowledge that the amount of the Atha Costs is inherently unascertainable and that, even after termination of this deed, the Atha Costs will not be able to be accurately ascertained. As a genuine and reasonable pre-estimate of the costs that Atha will suffer if the Transaction does not proceed, the parties agree that, for the purposes of this clause 9.1, the Atha Costs will be equal to the amount of the 92 Energy Reimbursement Fee Amount.

(d) **Reimbursement of Atha Costs**

- (i) 92 Energy agrees to pay to Atha the 92 Energy Reimbursement Fee Amount if at any time after the Execution Date, any of the following events occur:
 - (A) Atha validly terminates this deed in accordance with its terms and one or more 92 Energy Directors (**Defaulting Director**):
 - (I) fails to recommend that 92 Energy Shareholders vote in favour of the Scheme, or to maintain that recommendation, in the manner described in clauses 6.2(a), 6.2(e) and 6.2(m);
 - (II) publicly withdraws, adversely revises or adversely qualifies his or her recommendation that 92 Energy Shareholders vote in favour of the Scheme; or
 - (III) publicly recommends that 92 Energy Shareholders accept or vote in favour of, or otherwise publicly supports or endorses, a Competing Transaction of any kind that is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions),unless:
 - (IV) the Independent Expert concludes in the Independent Expert's Report (or any update of, or revision, amendment or supplement to, that report) that the Scheme is not in the best interests of 92 Energy Shareholders prior to 8.00am on the Second Court Date, in either case, other than where the conclusion is due wholly or primarily to the existence of a Competing Transaction;
 - (V) the Defaulting Director abstains from making a recommendation to 92 Energy Shareholders in accordance with clause 6.4; or
 - (VI) 92 Energy validly terminates this deed under clauses 14.1(a)(i), 14.1(c)(i), 14.1(c)(iii) or 14.1(c)(iv);
 - (B) Atha validly terminates this deed in accordance with its terms and a 92 Energy Competing Transaction is announced before the End Date (whether or not such 92 Energy Competing Transaction is stated to be subject to any pre-conditions) and within 12 months of the announcement the 92 Energy Competing Transaction is completed. However, if paragraphs (a)(i) or (a)(ii) of the definition of 92 Energy Competing Transaction applies, the 92 Energy Reimbursement Fee is only payable to Atha if the relevant Third Party (either alone or together with their Associates) acquired a Relevant Interest in 100% of 92 Energy Shares; or
 - (C) Atha validly terminates this deed under clauses 14.1(a)(i), 14.1(b)(i) or 14.1(b)(ii).
- (ii) The payment of the 92 Energy Reimbursement Fee Amount to Atha provided for in this clause 9.1(d) must be made within five Business Days of receipt of a written demand for payment by Atha.

9.2 **No amounts payable**

- (a) Notwithstanding the occurrence of any event in clause 9.1(d), no 92 Energy Reimbursement Fee Amount is payable:

- (i) once the Scheme becomes Effective; or
 - (ii) if a transaction is completed pursuant to which Atha acquires 100% of the issued 92 Energy Shares.
- (b) No 92 Energy Reimbursement Fee Amount is payable by 92 Energy, merely by reason of the 92 Energy Shareholders not approving the Scheme at the Scheme Meeting. However, to avoid doubt, the 92 Energy Reimbursement Fee Amount will be payable to Atha pursuant to clause 9.1(d)(i)(A) if subsequent to the Scheme Meeting, the relevant Third Party proponent of the 92 Energy Competing Transaction completes the 92 Energy Competing Transaction within 12 months of the announcement of the 92 Energy Competing Transaction.
- (c) The 92 Energy Reimbursement Fee Amount is only payable to Atha once.

9.3 Compliance with law

- (a) If any part of the 92 Energy Reimbursement Fee Amount payable to Atha:
 - (i) is declared by the Takeovers Panel to constitute unacceptable circumstances within the meaning of the Corporations Act; or
 - (ii) is determined to be unenforceable or unlawful by a court,

then, provided all proper avenues of appeal and review (judicial and otherwise) have been exhausted, 92 Energy will not be obliged to pay such part of the 92 Energy Reimbursement Fee Amount and, if such fee has already been paid, then Atha must within five Business Days after receiving written demand from 92 Energy refund that part of the 92 Energy Reimbursement Fee Amount. To avoid doubt, any part of the 92 Energy Reimbursement Fee Amount that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by 92 Energy to Atha.
- (b) The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 9.3(a).

9.4 Claims

Notwithstanding any other provision of this deed, and except in relation to: (A) conduct by or on behalf of 92 Energy designed or intended to frustrate the Transaction; or (B) fraud, wilful or intentional breach of this deed by or on behalf of 92 Energy, Atha agrees that in circumstances where Atha is entitled to a 92 Energy Reimbursement Fee Amount and such fee is paid in full by 92 Energy to Atha in accordance with the terms of this deed:

- (a) the maximum liability of 92 Energy to Atha under or in connection with this deed or the transactions contemplated by it will be the amount of the 92 Energy Reimbursement Fee Amount; and
- (b) the payment by 92 Energy of the 92 Energy Reimbursement Fee Amount to Atha represents the sole and absolute amount of liability of 92 Energy under or in connection with this deed and no further damages, fees, expenses or reimbursements of any kind will be payable by 92 Energy in connection with this deed or the transactions contemplated by it,

provided that nothing in this clause 9.4 impacts Atha's ability to seek and obtain the remedy of specific performance.

10 Atha Reimbursement Fees

10.1 Atha Reimbursement Fee

(a) Background

92 Energy represents and warrants to Atha that it would not have entered into this deed without the benefit of this clause 10.1 and it would not have entered into and continued the negotiations unless 92 Energy had a reasonable expectation that Atha would agree to enter into a clause of this kind.

(b) Acknowledgments

(i) The fee payable under clause 10.1(d) has been calculated to reimburse 92 Energy for the following:

- (A) external advisory costs;
- (B) out of pocket expenses; and
- (C) reasonable opportunity costs incurred by 92 Energy in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives,

in relation to the Transaction and 92 Energy will incur further costs if the Transaction is not successful (**92 Energy Costs**).

(ii) Atha represents and warrants to 92 Energy that:

- (A) prior to entering into this deed it has received legal advice on this deed and the operation of this clause 10.1;
- (B) it has clear documentary evidence supporting the Atha Board's detailed consideration of this deed and this clause 10.1 in particular; and
- (C) it and the Atha Board considers that this clause to be fair and reasonable and that it is appropriate to agree to the terms in this clause 10.1 in order to secure the significant benefits to it, and Atha Shareholders, resulting from the Transaction.

(c) Agreement on 92 Energy Costs

The parties acknowledge that the amount of the 92 Energy Costs is inherently unascertainable and that, even after termination of this deed, the 92 Energy Costs will not be able to be accurately ascertained. As a genuine and reasonable pre-estimate of the costs that 92 Energy will suffer if the Transaction does not proceed, the parties agree that, for the purposes of this clause 10.1, the 92 Energy Costs will be equal to the amount of the Atha Reimbursement Fee Amount or, as the case may require, the Latitude Reimbursement Fee Amount.

(d) Reimbursement of 92 Energy Costs

(i) Atha agrees to pay to 92 Energy the Atha Reimbursement Fee Amount if at any time after the Execution Date, any of the following events occur:

- (A) 92 Energy validly terminates this deed in accordance with its terms and an Atha Competing Transaction is publicly announced or made and within 12 months of the announcement of the Atha Competing Transaction, an Atha Competing Transaction is completed; or

- (B) 92 Energy validly terminates this deed under clauses 14.1(a)(i), 14.1(c)(i), 14.1(c)(iii), or 14.1(c)(iv).
- (ii) Atha agrees to pay to 92 Energy the Latitude Reimbursement Fee Amount if at any time after the Execution Date, 92 Energy validly terminates this deed under clauses 14.1(c)(vi) or 14.1(c)(vii).
- (iii) The payment of the Atha Reimbursement Fee Amount or the Latitude Reimbursement Fee Amount to 92 Energy provided for in this clause 10.1(d) must be made within five Business Days of receipt of a written demand for payment by 92 Energy.

10.2 **No amounts payable**

- (a) Notwithstanding the occurrence of any event in clause 10.1(d), no Atha Reimbursement Fee Amount nor Latitude Reimbursement Fee Amount is payable once the Scheme becomes Effective.
- (b) The Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount is only payable to 92 Energy once.

10.3 **Compliance with law**

- (a) If any part of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount payable to 92 Energy:
 - (i) is declared by the Takeovers Panel to constitute unacceptable circumstances within the meaning of the Corporations Act; or
 - (ii) is determined to be unenforceable or unlawful by a court,
 then, provided all proper avenues of appeal and review (judicial and otherwise) have been exhausted, Atha will not be obliged to pay such part of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount and, if such fee has already been paid, then 92 Energy must within five Business Days after receiving written demand from Atha refund that part of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount. To avoid doubt, any part of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by Atha to 92 Energy.
- (b) The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 10.3(a).

10.4 **Claims**

Notwithstanding any other provision of this deed, and except in relation to: (A) conduct by or on behalf of Atha designed or intended to frustrate the Transaction; (B) fraud, wilful or intentional breach of this deed by or on behalf of Atha, or (C) clause 10.5 below, 92 Energy agrees in circumstances where 92 Energy is entitled to an Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount and such fee is paid in full by Atha to 92 Energy in accordance with the terms of this deed:

- (a) the maximum liability of Atha to 92 Energy under or in connection with this deed or the transactions contemplated by it will be the amount of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount; and
- (b) the payment by Atha of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Fee Amount to 92 Energy represents the sole and absolute amount of liability of Atha under or in connection with this deed and no

further damages, fees, expenses or reimbursements of any kind will be payable by Atha in connection with this deed or the transactions contemplated by it,

provided that nothing in this clause 10.4 impacts 92 Energy's ability to seek and obtain the remedy of specific performance.

10.5 Latitude Indemnity

Notwithstanding anything to contrary in this deed, Atha indemnifies each 92 Energy Indemnified Party against all Claims arising directly or indirectly from or incurred in connection with any Claims made by Latitude or any Third Party in relation to any matter which constitutes, or in the circumstances may constitute, a breach of any obligation, undertaking, representation or warranty provided or given by Atha in favour of Latitude pursuant to the Latitude Arrangement Agreement.

11 Representations, warranties and undertakings

11.1 92 Energy's representations and warranties

92 Energy represents and warrants to Atha that each of the 92 Energy Representations and Warranties are true and correct.

11.2 Qualifications on 92 Energy Warranties

The 92 Energy Representations and Warranties under clause 11.1 and Schedule 2 are subject to matters that:

- (a) have been Fairly Disclosed in public filings of 92 Energy on ASX in the 12 months before the Execution Date; or
- (b) have been Fairly Disclosed in the 92 Energy Disclosure Materials.

11.3 92 Energy's indemnity

92 Energy agrees to indemnify Atha against any Claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Atha suffers, incurs or is liable for arising out of any breach of any of the 92 Energy Representations and Warranties.

11.4 Atha's representations and warranties

Atha represents and warrants to 92 Energy that each of the Atha Representations and Warranties are true and correct.

11.5 Qualifications on Atha Warranties

The Atha Representations and Warranties under clause 11.4 and Schedule 3 are subject to matters that:

- (a) have been Fairly Disclosed in public filings of Atha on SEDAR+ in the 12 months before the Execution Date; or
- (b) have been Fairly Disclosed in the Atha Disclosure Materials.

11.6 Atha's indemnity

Atha agrees to indemnify 92 Energy and each of the 92 Energy Indemnified Parties against any Claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that 92 Energy or any of the other 92 Energy Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Atha Representations and Warranties.

11.7 Notifications

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance which constitutes or may constitute a breach of any of the representations or warranties given by it under clauses 11.1 or 11.4.

11.8 Timing of representation and warranties

Each representation and warranty made or given under clauses 11.1 or 11.4 is given at the Execution Date and again on each subsequent day until 8.00am on the Second Court Date, except where expressed to be given at a particular time in which case the representation or warranty is provided at that time.

11.9 Survival of representations and warranties

Each representation and warranty in clauses 11.1 or 11.4:

- (a) is severable;
- (b) survives termination of this deed;
- (c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed;
- (d) is to be construed independently of all other representations and warranties; and
- (e) is not limited by any other representation or warranty.

11.10 Survival of indemnities

Each indemnity in this deed (including those in clauses 11.3 and 11.6):

- (a) is severable;
- (b) survives termination of this deed; and
- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed.

12 Releases

12.1 Release of 92 Energy Indemnified Parties

- (a) Subject to clause 12.1(b), Atha releases any and all rights that it may have, and agrees with 92 Energy that it will not make any Claim, against any 92 Energy Indemnified Party as at the Execution Date and from time to time in connection with:
 - (i) any breach of any covenant, representation or warranty given by 92 Energy under this deed;
 - (ii) the implementation of the Scheme;
 - (iii) any disclosures containing any statement which is false or misleading (whether by omission or otherwise); or
 - (iv) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the 92 Energy Indemnified Party has engaged in fraud, gross negligence, wilful breach, wilful misconduct, wilful concealment or has acted in bad faith. To avoid doubt, nothing in this clause 12.1(a) limits the rights of

Atha to demand payment of the 92 Energy Reimbursement Fee Amount under clause 9.1 or terminate this deed under clause 14.

- (b) The release in clause 12.1(a) is subject to any restriction imposed by law and will be read down to the extent that any such restriction applies.
- (c) 92 Energy receives and holds the benefit of clause 12.1(a) as trustee for the other 92 Energy Indemnified Parties.

12.2 Release of Atha Indemnified Parties

- (a) Subject to clause 12.2(b), 92 Energy releases any and all rights that it may have, and agrees with Atha that it will not make any Claim, against any Atha Indemnified Party as at the Execution Date and from time to time in connection with:

- (i) any breach of any covenant, representation or warranty given by Atha under this deed;
- (ii) the implementation of the Scheme;
- (iii) any disclosures containing any statement which is false or misleading (whether by omission or otherwise); or
- (iv) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Atha Indemnified Party has engaged in fraud, gross negligence, wilful breach, wilful misconduct, wilful concealment or has acted in bad faith. To avoid doubt, nothing in this clause 12.2(a) limits the rights of 92 Energy to demand payment of the Atha Reimbursement Fee Amount or, as the case may require, Latitude Reimbursement Amount under clause 10 or to terminate this deed under clause 14.

- (b) The release in clause 12.2(a) is subject to any restriction imposed by law and will be read down to the extent that any such restriction applies.
- (c) Atha receives and holds the benefit of clause 12.2(a) as trustee for the other Atha Indemnified Parties.

12.3 Survival of releases

Each release in this clause 12:

- (a) is severable;
- (b) survives termination of this deed;
- (c) is a continuing obligation; and
- (d) constitutes a separate and independent obligation of the party giving the release from any other obligation of that party under this deed.

13 Deed of Access, Indemnity and Insurance

- (a) Atha must prior to 8.00am on the Second Court Date, notwithstanding any other provision of this deed and in good faith consultation with 92 Energy, enter into arrangements to secure directors and officers run-off insurance for any and all directors and officers of each member of the 92 Energy Group for up to a seven year period from the Implementation Date and any actions taken by 92 Energy or Atha to facilitate that insurance or in connection therewith (including paying any amounts to

ensure such maintenance upfront) will not be a 92 Energy Prescribed Occurrence or breach any provision of this deed.

- (b) Subject to the Scheme becoming Effective and the Scheme being implemented, Atha undertakes in favour of 92 Energy and each other person who is a 92 Energy Indemnified Party that it will:
- (i) subject to clause 13, for a period of seven years from the Implementation Date, ensure that the constitutions of 92 Energy and each member of the 92 Energy Group continue to contain such rules as are contained in those constitutions at the Execution Date that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a member of the 92 Energy Group; and
 - (ii) procure that 92 Energy and each member of the 92 Energy Group complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and use its best endeavours to ensure that directors' and officers' runoff insurance cover for such directors and officers is maintained for a period of seven years from the retirement date of each director and officer provided that it is available on commercially reasonable terms.
- (c) The provisions contained in this clause 13 are subject to any Corporations Act restriction and will be read down accordingly.
- (d) 92 Energy receives and holds the benefit of clause 13 to the extent it relates to other 92 Energy Indemnified Parties, for and on behalf of, and as trustee for, them.
- (e) The undertakings in this clause 13 are given until the date on which the relevant 92 Energy Group member ceases to be part of the 92 Energy Group.

14 Termination rights

14.1 Termination events

Without limiting any other provision of this deed:

- (a) either party (**non-defaulting party**) may terminate this deed by notice in writing to the other party:
- (i) if each of the following has occurred:
 - (A) the other party (**defaulting party**) is in material breach of a material provision of this deed (other than for a breach of a representation or warranty in Schedule 2 or Schedule 3) at any time prior to 8.00am on the Second Court Date and the relevant breach is material when taken in the context of the Transaction as a whole;
 - (B) the non-defaulting party has given notice to the defaulting party setting out the relevant circumstances of the breach and stating an intention to terminate this deed; and
 - (C) the relevant circumstances have continued to exist ten Business Days (or any shorter period ending at 8.00am on the Second Court Date) from the time the notice in clause 14.1(a)(i)(B) is given;
 - (ii) in accordance with clause 3.7(c);
 - (iii) if a court or other Regulatory Authority has issued an order, decree or ruling or taken other action that permanently restrains or prohibits the Transaction

and that order, decree, ruling or other action has become final and cannot be appealed, provided all proper avenues of appeal and review (judicial and otherwise) have been exhausted; or

- (iv) if the End Date has passed before the Transaction has been implemented (other than as a result of a breach by the terminating party of its obligations under this deed);
- (b) Atha may terminate this deed by notice in writing to 92 Energy if:
 - (i) at any time prior to 8.00am on the Second Court Date, 92 Energy breaches any 92 Energy Representation and Warranty given pursuant to clause 11.1 where that breach is material when taken in the context of the Transaction as a whole and:
 - (A) 92 Energy fails to remedy that breach within ten Business Days of receipt by it of a notice in writing from Atha setting out details of the relevant breach and requesting 92 Energy to remedy the breach; or
 - (B) the 92 Energy Representation and Warranty cannot be remedied by subsequent action on the part of 92 Energy before 8.00am on the Second Court Date;
 - (ii) a 92 Energy Prescribed Occurrence occurs prior to 8.00am on the Second Court Date;
 - (iii) a 92 Energy Material Adverse Event occurs prior to 8.00am on the Second Court Date;
 - (iv) other than where any 92 Energy Director(s) comprising a minority of the 92 Energy Board abstains from making a recommendation in accordance with clause 6.4, any 92 Energy Director:
 - (A) fails to recommend, recommends against, withdraws or adversely modifies or qualifies their recommendation of the Scheme or the Transaction;
 - (B) recommends or supports a 92 Energy Competing Transaction; or
 - (C) makes any public statement to the effect that the Scheme or the Transaction is not, or is no longer, recommended; or
 - (v) the 92 Energy Board recommends a 92 Energy Superior Proposal;
- (c) 92 Energy may terminate this deed by notice in writing to Atha if:
 - (i) at any time prior to 8.00am on the Second Court Date, Atha breaches any Atha Representation and Warranty given pursuant to clause 11.4 where that breach is material when taken in the context of the Transaction as a whole and:
 - (A) Atha fails to remedy that breach within ten Business Days of receipt by it of a notice in writing from 92 Energy setting out details of the relevant breach and requesting Atha to remedy the breach; or
 - (B) the Atha Representation and Warranty cannot be remedied by subsequent action on the part of Atha before 8.00am on the Second Court Date;
 - (ii) at any time prior to 8.00am on the Second Court Date, the 92 Energy Board or a majority of the 92 Energy Board has changed, withdrawn or qualified their recommendation of the Scheme after:

- (A) making a determination contemplated by clause 8.7(b) in respect of a 92 Energy Superior Proposal after Atha's rights under clause 8.6 having being exhausted and after evaluation of the Counterproposal; or
- (B) the Independent Expert has concluded in a final, dated and signed copy of the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders, and the parties have exhausted their rights under clause 3.7 in respect of the Condition Precedent in clause 3.1(j) (including, to avoid doubt, their rights to issue a Consultation Notice in the manner contemplated in clause 3.7(a) and to consult in good faith for the Required Consultation Period for the purposes of clause 3.7(b)); or
- (iii) if the Atha Board recommends or supports an Atha Competing Transaction any time prior to 8.00am on the Second Court Date;
- (iv) an Atha Prescribed Occurrence occurs prior to 8.00am on the Second Court Date;
- (v) an Atha Material Adverse Event occurs prior to 8.00am on the Second Court Date;
- (vi) the Latitude Arrangement Agreement or the Latitude Transaction is validly terminated in accordance with its terms and, following consultation between the parties pursuant to clause 3.7, 92 Energy provides Atha with written notification of its preference that the Scheme does not proceed; or
- (vii) an event occurs and is continuing that, in 92 Energy's opinion (acting reasonably), entitles Atha to terminate the Latitude Arrangement Agreement and, following consultation between the parties pursuant to clause 3.7, 92 Energy provides Atha with written notification of its preference that Atha terminate the Latitude Arrangement Agreement; and
- (d) either party may terminate this deed if the other party consents to do so and both parties confirm it in writing.

14.2 Notice of breach

Each party must give notice to the other as soon as practicable after it becomes aware of a breach by it of this deed or if it becomes aware of a right of the other party to terminate this deed.

14.3 Termination right

- (a) Any right to terminate this deed under clauses 14.1(a), 14.1(b), 14.1(c) or 14.1(d) that arises before the Second Court Date ceases at 8.00am on the Second Court Date.
- (b) Subject to clause 14.3(a), any right to terminate this deed ceases when the Scheme becomes Effective.

14.4 Effect of termination

- (a) If this deed is terminated, each party will be released from all further obligations under this deed other than under this clause 14 and clauses 1, 9, 10, 15, 16, 17, 18 and 19 (other than 19.9) which will remain in force and effect after termination.
- (b) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination (including by virtue of this clause 14.4), on termination of this deed, no party shall have any rights against or obligations to any

other party under this deed except for those rights and obligations which accrued prior to termination.

14.5 Disclosure on termination of deed

The parties agree that, if this deed is terminated under this clause 14, any party may disclose:

- (a) the fact that this deed has been terminated, where such disclosure is required by the Listing Rules, applicable Canadian securities laws, CSE or CSE Listing Rules (as applicable), or is in the reasonable opinion of that party required to ensure that the market in its securities is properly informed;
- (b) the fact that this deed has been terminated to ASIC and the Court; and
- (c) information that is required to be disclosed as a matter of law or in any proceedings.

15 Public announcements

15.1 Announcement of transaction

- (a) Immediately after execution of this deed, the parties must release the Agreed Public Announcements.
- (b) The Agreed Public Announcements must contain the recommendation described in clauses 6.2(a) and 6.3(k).

15.2 Public announcements

- (a) Subject to clause 15.2(b), no public announcement or disclosure in relation to the Transaction or any subject matter thereof, or any other transaction the subject of this deed, the Scheme or the Transaction (including any staff or client announcements or presentations) may be made other than in a form approved by each party (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.
- (b) Where Atha, 92 Energy or any of their Affiliates is required by law and/or ASX, ASIC, Listing Rules, applicable Canadian securities laws, CSE, CSE Listing Rules, to make any announcement or make any filing or disclosure in relation to the Transaction or any other transaction the subject of this deed, the Scheme, it may do so only after it has given as much notice as possible to, and has consulted (to the fullest extent reasonable in the circumstances) with the other party prior to making the relevant disclosure.
- (c) The parties agree to consult with each other in advance in relation to:
 - (i) overall communication plans;
 - (ii) approaches to 92 Energy Shareholders;
 - (iii) approaches to the media;
 - (iv) proxy solicitations; and
 - (v) written presentations,

in each case relating to the Transaction, including to provide each other a reasonable advance opportunity to comment, to ensure that the information used in clauses 15.2(c)(i) to 15.2(c)(v) above is consistent with the information in the Scheme Booklet.

- (d) 92 Energy must ensure that any public announcement or disclosure made by 92 Energy after the Execution Date in relation to the Transaction or any subject matter thereof, or any other transaction the subject of this deed, the Scheme or the Transaction contains a statement that:
- (i) the 92 Energy Board unanimously recommends the Scheme to 92 Energy Shareholders and recommends that 92 Energy Shareholders vote in favour of the Scheme at the Scheme Meeting; and
 - (ii) each 92 Energy Director intends to vote, or cause to be voted, all 92 Energy Shares in which he or she has a Relevant Interest in favour of the Scheme at the Scheme Meeting,
- in each case in the absence of:
- (iii) a 92 Energy Superior Proposal; or
 - (iv) the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of 92 Energy Shareholders.

15.3 Statements on termination

The parties must act in good faith and use all reasonable endeavours to issue agreed statements in respect of any termination of this deed and, to that end but without limitation, clauses 15.2(a) to 15.2(c) applies to any such statements or disclosures.

16 Confidentiality

The parties acknowledge and agree that:

- (a) they continue to be bound by the Confidentiality Deed after the Execution Date; and
- (b) the rights and obligations of the parties under the Confidentiality Deed survive termination of this deed.

17 Notices

17.1 Manner of giving notice

Any notice or other communication to be given under this deed must be in writing (which includes email) and may be delivered or sent by post or email to the party to be served as follows:

- (a) to **92 Energy** at:

Address Level 3, The Read Buildings, 16 Milligan Street Perth WA 6000

Email [REDACTED]

Attention [REDACTED]

- (b) to **Atha** at:

Address 1250 1066 Hastings St. W,
Vancouver, British Columbia, V6E 3X1
Canada

Vancouver BC V6C 2X8

Email

Attention

or at any such other address or email address notified for this purpose to the other parties under this clause. Any notice or other communication sent by post must be sent by prepaid ordinary post (if the country of destination is the same as the country of origin) or by airmail (if the country of destination is not the same as the country of origin).

17.2 When notice given

Any notice or other communication is deemed to have been given:

- (a) if delivered, on the date of delivery;
- (b) if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another); or
- (c) if sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,

but if the notice or other communication would otherwise be taken to be received after 5:00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9:00am on the next day that is not a Saturday, Sunday or public holiday.

17.3 Proof of service

In proving service of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid post or by prepaid airmail or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

17.4 Documents relating to legal proceedings

This clause 17 does not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this deed.

18 Entire agreement

18.1 Entire agreement

This deed and the Confidentiality Deed contain the entire agreement between the parties relating to the Transaction and supersede all previous agreements, whether oral or in writing, between the parties relating to the Transaction.

18.2 No reliance

Each party acknowledges that in agreeing to enter into this deed it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those expressly set out in this deed) made by or on behalf of any other party before the entering into of this deed. Each party waives all rights and remedies which, but for this

clause 18.2 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

18.3 Termination rights

Except for the express right of termination contained in clause 14, no party has any right to terminate this deed and the parties waive their rights (if any) to annul, rescind, dissolve, withdraw from, cancel or terminate this deed in any circumstances.

19 General

19.1 Amendments

This deed may only be amended in writing and where such amendment is signed by all the parties.

19.2 Assignments

None of the rights or obligations of a party under this deed may be assigned or transferred without the prior written consent of the other party.

19.3 Costs

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this deed and the Scheme Booklet and the proposed, attempted or actual implementation of this deed and the Scheme.

19.4 Stamp duty

Atha must pay all stamp duties (if any) and any fines and penalties with respect to stamp duty in respect of this deed, the Scheme or the steps to be taken under this deed or the Scheme (including without limitation the acquisition or transfer of Scheme Shares under the Scheme).

19.5 GST

- (a) Where under the terms of this deed one party is liable to indemnify or reimburse another party in respect of any costs, charges or expenses, the payment shall include an amount equal to any GST (or other value added tax) thereon not otherwise recoverable by the other party, subject to that party using all reasonable endeavours to receive such amount of GST (or other value added tax) as may be practicable.
- (b) If any payment under or in connection with this deed constitutes the consideration for a taxable supply for GST (or other value added tax) purposes, then in addition to that payment the payer shall pay an additional amount of consideration equal to the GST (or other value added tax) payable on the taxable supply.
- (c) Subject to clause (b) immediately above and unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST (or other value added tax).

19.6 Consents

Except as otherwise expressly provided in this deed a party may give or withhold its consent to any matter referred to in this deed in its absolute discretion. A party that gives its consent to any matter referred to in this deed is not taken to have made any warranty or representation as to any matter or circumstance connected with the subject matter of that consent.

19.7 Counterparts

This deed may be executed in counterparts, which taken together must constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this deed by executing a counterpart.

19.8 Exercise and waiver of rights

The rights of each party under this deed:

- (a) may be exercised as often as necessary;
- (b) except as otherwise expressly provided by this deed, are cumulative and not exclusive of rights and remedies provided by law; and
- (c) may be waived only in writing and specifically,

and delay in exercising or non-exercise of any such right is not a waiver of that right.

19.9 Further assurance

Each party undertakes, at the request, cost and expense of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this deed.

19.10 No merger

Each of the obligations, warranties and undertakings set out in this deed (excluding any obligation which is fully performed at the Implementation Date) must continue in force after the Implementation Date.

19.11 Severability

The provisions contained in each clause and sub clause of this deed shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid.

19.12 Governing law

This deed and any non-contractual obligations arising out of or in connection with it is governed by the law applying in Western Australia.

19.13 Jurisdiction

The courts having jurisdiction in Western Australia have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this deed) and each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in Western Australia.

Schedule 1
Indicative Timetable

Event	Date
Release of Agreed Announcement	December 2023
Regulator's Draft provided to ASIC	Late January / Early February 2024
First Court Hearing	Mid February 2024
Dispatch Scheme Booklet to 92 Energy Shareholders	Late February 2024
Scheme Meeting	Late March 2024
Second Court Hearing	Early April 2024
Effective Date	April 2024
Record Date	April 2024
Implementation Date	April 2024
Delisting of 92 Energy from the official list of ASX	April 2024

Schedule 2

92 Energy Representations and Warranties

92 Energy represents and warrants to Atha (in its own right and separately as trustee or nominee for each of the other Atha Indemnified Parties), the following:

- 1.1 **status:** 92 Energy is a company limited by shares and is validly existing under the Corporations Act and each member of the 92 Energy Group is a corporation validly existing under the laws of its place of incorporation. 92 Energy and each member of the 92 Energy Group is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties and assets owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary;
- 1.2 **share capital:**
 - (a) all of the issued and outstanding shares in 92 Energy and each member of the 92 Energy Group have been duly authorised and validly issued, and are fully paid and non-assessable;
 - (b) all of the issued and outstanding shares of each Subsidiary of 92 Energy are owned, directly or indirectly, by 92 Energy; and
 - (c) the issued and outstanding shares of each Subsidiary in the 92 Energy Group are owned free and clear of all Encumbrances and 92 Energy is not liable to any creditor in respect thereof;
- 1.3 **subsidiaries:** 92 Energy has no Subsidiaries other than those disclosed in the 92 Energy Disclosure Materials. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in any of 92 Energy's Subsidiaries. All of the outstanding shares of capital stock and other ownership interests in 92 Energy's Subsidiaries are validly issued and are not subject to, nor were they issued in violation of, any pre-emptive rights;
- 1.4 **corporate power:** 92 Energy has full legal capacity to enter into this deed and carry out the transactions contemplated by this deed and the Scheme and perform its obligations hereunder and thereunder;
- 1.5 **corporate authorisations:** 92 Energy has taken all necessary corporate action to authorise the entry into this deed and, subject to 92 Energy Shareholders approving the Scheme, has full authority to carry out the transactions contemplated by this deed, the Scheme in accordance with its terms, and other than the 92 Energy Shareholders approving the Scheme, no other corporate proceedings on the part of 92 Energy (other than as contemplated by this deed) are necessary to authorise the execution and delivery of this deed and the performance by 92 Energy of its obligations under this deed or the Scheme;
- 1.6 **binding obligations:** this deed has been duly executed and delivered by 92 Energy and constitutes legal, valid and binding obligations of 92 Energy, enforceable against it, in accordance with its terms;
- 1.7 **no contravention:** this deed does not, and the consummation of the Scheme or the carrying out by 92 Energy of the transactions contemplated this deed will not:
 - (a) subject to the satisfaction of the Conditions Precedent, contravene, violate, conflict with or result in a breach of any provision of:
 - (i) any rule, law or regulation to which 92 Energy or any member of the 92 Energy Group or each of their respective property is subject to;
 - (ii) any material term or provision of any Material Contract to which 92 Energy or any member of the 92 Energy Group is a party to;

- (iii) 92 Energy's or any member of the 92 Energy Group's constitution; or
 - (iv) any Authorisation applicable to any member of the 92 Energy Group or the 92 Energy Tenements;
 - (b) constitute a default or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of 92 Energy or any Group Member or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available; or
 - (c) cause the suspension or revocation of any Authorisation currently in effect which would be reasonably expected to result in a 92 Energy Material Adverse Event;
- 1.8 **issued securities:** the issued or approved 92 Energy securities and rights to be issued with respect to 92 Energy securities as of the Execution Date (including those approved, but not yet issued, pursuant to the annual general meeting of 92 Energy Shareholders held on 21 November 2023) is as follows:
- (a) 106,658,436 92 Energy Shares;
 - (b) 6,525,000 92 Energy Options;
 - (c) 2,775,000 92 Energy Performance Rights,
- and, to avoid doubt, the securities referred to in paragraphs 1.8(a) to 1.8(c) constitute the maximum number of 92 Energy Shares, 92 Energy Options, notes, options, warrants, performance rights or other securities or instruments convertible into 92 Energy Shares or other securities issued by 92 Energy as of the Execution Date;
- 1.9 **no obligation to issue securities:** other than as disclosed in paragraph 1.8 above neither 92 Energy or any member of the 92 Energy Group has issued, or agreed to issue, or is required to issue any other shares, options, warrants, performance rights or other securities or instruments convertible into 92 Energy Shares, shares in a member of the 92 Energy Group or other securities or instruments which may convert into 92 Energy Shares, shares in a member of the 92 Energy Group or any other securities in 92 Energy or a member of the 92 Energy Group, and no member of the 92 Energy Group has a right to call for the issue or grant of, any shares, options, warrants, performance rights or other securities or instruments in any member of the 92 Energy Group;
- 1.10 **solvency:** no member of the 92 Energy Group is affected by an Insolvency Event;
- 1.11 **no 92 Energy Prescribed Occurrence:** no 92 Energy Prescribed Occurrence has occurred;
- 1.12 **regulatory action:** no member of the 92 Energy Group is aware of any regulatory action of any nature taken, or to be taken, in relation to any member of the 92 Energy Group which would be reasonably likely to prevent, inhibit or otherwise have a material adverse effect on 92 Energy's ability to fulfil its obligations under this deed and the Scheme;
- 1.13 **litigation:** no investigations, actions, suits, arbitrations, mediations, conciliations, legal or administrative proceedings including, to avoid doubt, in relation to Tax matters, are taking place, pending or, to the knowledge of 92 Energy, threatened against 92 Energy or any member of the 92 Energy Group and no member of the 92 Energy Group, or any of their respective properties or assets, are subject to any sanction, outstanding judgment, order, decision, decree, ruling, award or injunction;
- 1.14 **regulatory approvals:** except as specified in this deed or set out in the 92 Energy Disclosure Materials, no Authorisation, order or filing with, any Regulatory Authority is required on the part of any member of the 92 Energy Group in connection with the execution, delivery and

performance of this deed and the transactions contemplated by this deed or the Scheme or any other documents and agreements to be delivered under this deed;

1.15 tax matters:

- (a) 92 Energy and each member of the 92 Energy Group, to the best of its knowledge, has complied with all Tax regulations applicable to it in all jurisdictions in which it operates or has operated or otherwise had or has a presence; and
- (b) 92 Energy and each member of the 92 Energy Group has, to the best of its knowledge, duly and timely:
 - (i) prepared and filed all Tax returns required to be filed by it with the appropriate Regulatory Authority and, such Tax returns are complete and correct in all material respects;
 - (ii) duly and timely paid all Taxes due;
 - (iii) satisfied its obligations regarding the conservation of documents and holds (or has access to) all appropriate documents which could be required by the relevant Regulatory Authority to justify its basis for assessment in relation to Taxes and its Tax filings;
 - (iv) withheld all Taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such taxes and other amounts required by law to be remitted by it;
 - (v) collected all amounts on account of sales or transfer taxes, including goods and services, stamp duty, harmonised sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it; and
 - (vi) the charges, accruals and reserves for taxes reflected in the 92 Energy Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of 92 Energy, adequate under applicable accounting principles to cover taxes with respect to 92 Energy and each member of the 92 Energy Group for the periods covered thereby;
- (c) 92 Energy is not treated as a “surrogate foreign corporation” within the meaning of Section 7874 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) and is not classified as a U.S. domestic corporation for U.S. federal (and applicable state and local) income Tax purposes;
- (d) 92 Energy was a “passive foreign investment company” within the meaning of Section 1297 of the Code (“PFIC”) for its most recently completed tax year and, based on current business plans and financial expectations, currently expects to be a PFIC for its current tax year.
- (e) 92 Energy is not, and has not been, a “controlled foreign corporation” within the meaning of Section 957 of the Code;
- (f) 92 Energy and each member of the 92 Energy Group confirms that:
 - (i) it does not have any Tax return that is currently under audit or examination, or is the subject of an appeal or dispute with a Regulatory Authority;
 - (ii) it does not have knowledge of a proposed reassessment of a Tax return by a Regulatory Authority; and

- (iii) it has not waived the statute of limitations for any Tax or agreed to any extension of time for a Tax assessment or deficiency which extension, waiver or agreement is still in effect;

1.16 reporting status and compliance:

- (a) the 92 Energy Shares are admitted to official quotation on ASX, and are not listed or traded on any other stock exchange;
- (b) 92 Energy is in compliance with all applicable laws, Listing Rules and rules and regulations of ASX;
- (c) except as contemplated by this deed and the Scheme, no delisting, suspension of trading or cease trade order with respect to any securities of 92 Energy is pending or, to the knowledge of 92 Energy, threatened; and
- (d) there are no outstanding or unresolved comments in comment letters from any securities commission or similar regulatory authority with respect to 92 Energy's public disclosure and, to the knowledge of 92 Energy, neither 92 Energy nor any of its disclosure record is subject of an ongoing audit, review, comment or investigation by any securities commission or similar Regulatory Authority or the ASX;

1.17 no order: 92 Energy is not subject to any order of ASX or any Regulatory Authority and, to the knowledge of 92 Energy, no investigation or other proceedings involving 92 Energy, that may operate or prevent or restrict trading of any securities of 92 Energy, are currently in progress or pending before ASX or any Regulatory Authority;

1.18 disclosure:

- (a) 92 Energy has complied with its continuous disclosure obligations under the Corporations Act and the Listing Rules and is not relying on any carve-out in ASX Listing Rule 3.1A to withhold any information from disclosure (other than the fact of this deed, and the negotiations preceding it) and 92 Energy has not been the subject of a continuous disclosure review by ASIC within the last 24 months;
- (b) the 92 Energy Disclosure Materials have been collated and in good faith and, so far as the 92 Energy Board and the senior management of 92 Energy are aware after due and diligent enquiry:
 - (i) the 92 Energy Disclosure Materials are true, complete and accurate;
 - (ii) 92 Energy has not omitted anything from such information that makes any part of that information materially false or misleading;
 - (iii) 92 Energy has not included anything materially false or misleading in such information; and
 - (iv) access has not been denied to requested information with the intention of misleading Atha;
- (c) the information and statements contained in this deed are true and correct in all material respects and together with the public filings of 92 Energy on ASX, constitute full, true and plain disclosure of all material facts relating to 92 Energy and each member of the 92 Energy Group on a consolidated basis, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained not misleading in light of the circumstances in which they were made;
- (d) it has disclosed all material information relating to the 92 Energy Group or its respective businesses or operations and the 92 Energy Tenements as at the Execution Date, which could reasonably be expected to be material for a reasonable and sophisticated buyer to make an informed assessment of:

- (i) the Mineral Rights, including without limitation the scope, validity, adverse claims and material risks related thereto;
 - (ii) the Material Contracts and their respective change of control or termination provisions which would be enlivened by implementation of the Transaction; and
 - (iii) material disputes between 92 Energy and a Third Party (including a Regulatory Authority); and
 - (e) 92 Energy has made all material filings required by all applicable Regulatory Authorities and all such filings were, as of their respective dates, in compliance in all material respects with all applicable laws and, in respect of documents required to be filed under applicable securities laws, at the time filed did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- 1.19 **financial statements:** 92 Energy's financial statements as disclosed to ASX and 92 Energy Subsidiaries' financial statements have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements and, so far as 92 Energy is aware, there has not been any event, change, effect or development which would require 92 Energy or any 92 Energy Group Member to restate their financial statements;
- 1.20 **no material adverse change:** since the date of the 92 Energy Financial Statements: (i) each member of the 92 Energy Group has conducted its business only in the ordinary and normal course, (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to any members of the 92 Energy Group has been incurred other than in the ordinary course of business, and (iii) there has not been any material adverse change in respect of any members of the 92 Energy Group;
- 1.21 **no breach:** the implementation of the Transaction as contemplated by this deed and the Scheme does not and will not:
- (a) constitute a breach of or default under, or constitute an event that with notice or lapse of time, or both, would constitute a breach of or default by;
 - (b) in any material respect, accelerate or permit the acceleration of the performance required by;
 - (c) give rise to any material obligation or material liability on the part of, or any third party rights (including any right of termination, purchase or pre-emption) that are adverse to the interests of; or
 - (d) result in the creation of any Encumbrance upon any of the properties or assets (including, without limitation, the 92 Energy Tenements) of,
- any member of the 92 Energy Group under any Material Contract or agreement or instrument relating to the rights and interests of a member of the 92 Energy Group;
- 1.22 **employment:** 92 Energy has Fairly Disclosed details of the period of service, remuneration package, applicable allowances, redundancy and/or termination entitlements and accrued leave (including long service leave, annual leave and personal leave) as at the date specified therein for each employee;
- 1.23 **holding of interest:** the 92 Energy Disclosure Materials set out the details of any company, partnership, trust, joint venture (whether incorporated or unincorporated), other enterprise or

any other equity interest in which 92 Energy or another member of the 92 Energy Group owns or otherwise holds any interest;

1.24 Anti-Corruption Laws:

- (a) no member of the 92 Energy Group, nor to the knowledge of 92 Energy, any of their respective Affiliates or Representatives nor any third party with whom they are or have been in joint venture has taken, directly or indirectly or has been alleged to have taken any action which would cause any member of the 92 Energy Group or its Affiliates to be in violation of the Anti-Corruption Laws;
- (b) the 92 Energy Group has conducted its businesses in compliance with Anti-Corruption Laws and has implemented and adhered to policies and procedures designed to prevent conduct that would constitute a violation of the Anti-Corruption Laws and have maintained complete and accurate books and records, including records of payments to any agents, consultants, representatives, third parties and Government Officials;
- (c) during the five years prior to the Execution Date, no member of the 92 Energy Group has received from any Regulatory Authority or any other person any notice, inquiry, or internal or external allegation, or made any voluntary or involuntary disclosure to a Regulatory Authority related to any actual or potential violation of applicable Anti-Corruption Laws;
- (d) no member of the 92 Energy Group and none of their respective Representatives, is or has been the subject of any pending or threatened investigation, audit, suspension, inquiry or enforcement proceeding regarding any offence or alleged offence under any applicable Anti-Corruption Law, and so far as 92 Energy is aware:
 - (i) no such investigation, inquiry or proceeding has been threatened or is pending; and
 - (ii) there are no circumstances reasonably likely to give rise to any such investigation, inquiry or proceeding; and
- (e) no Government Official is associated with, or owns an interest, whether direct or indirect, in any member of the 92 Energy Group, or has any legal or beneficial interest in the Transaction; and

1.25 U.S. Securities Laws Matters

- (a) 92 Energy is a “foreign private issuer” within the meaning of Rule 405 of Regulation C under the U.S. Securities Act;
- (b) 92 Energy is not registered, and is not required to be registered, as an “investment company” pursuant to the U.S. Investment Company Act; and
- (c) 92 Energy is not currently subject to the reporting requirements of the U.S. Exchange Act.

1.26 Flow-through Share Matters: Other than the obligation to incur CAD2,722,116 on eligible CEE expenditure prior to 31 December 2024, and then renounce the full CAD4,500,001 from the flow through raise completed in July 2023 accordingly, 92 Energy has fulfilled all of its obligations to incur and renounce “CEE” and “Canadian development expense” (as defined in the *Income Tax Act* (Canada)) in the full amounts of any subscription funds received pursuant to any “flow-through share” (as defined in the *Income Tax Act* (Canada)) subscription agreement.

Schedule 3

Atha Representation and Warranties

Atha represents and warrants the following:

- 1.1 **status:** Atha is a company duly formed and validly existing under the laws of the Province of British Columbia and each member of the Atha Group is a corporation duly formed and validly existing under the laws of its place of incorporation. Atha and each member of the Atha Group is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties and assets owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary;
- 1.2 **share capital:**
 - (a) all of the issued and outstanding shares in Atha and each member of the Atha Group have been duly authorised and validly issued, and are fully paid and non-assessable;
 - (b) all of the issued and outstanding shares of each Subsidiary of Atha are owned, directly or indirectly, by Atha; and
 - (c) the issued and outstanding shares of each Subsidiary in the Atha Group are owned free and clear of all Encumbrances and Atha is not liable to any creditor in respect thereof;
- 1.3 **subsidiaries:** Atha has no Subsidiaries other than Atha (NU). There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in any Atha's Subsidiaries. All of the outstanding shares of capital stock and other ownership interests in Atha (NU) are validly issued and are not subject to, nor were they issued in violation of, any pre-emptive rights;
- 1.4 **corporate power:** Atha has full legal power and capacity to enter into this deed and carry out the transactions contemplated by this deed and the Scheme and perform its obligations hereunder and thereunder;
- 1.5 **corporate authorisations:** Atha has taken all necessary corporate action to authorise the entry into this deed and to carry out the transactions contemplated by this deed and, subject to Atha Shareholders approving the Atha Shareholder Resolution (if required by CSE) no other corporate proceedings on the part of Atha (other than as contemplated by this deed) are necessary to authorise the execution and delivery of this deed and the performance by Atha of its obligations under this deed or the Scheme;
- 1.6 **binding obligations:** this deed has been duly executed and delivered by Atha and constitutes legal, valid and binding obligations of accordance, enforceable against it, in accordance with its terms;
- 1.7 **no contravention:** this deed does not, and the consummation of the Scheme or the carrying out by Atha of the transactions contemplated this deed will not:
 - (a) subject to the satisfaction of the Conditions Precedent, contravene, violate, conflict with or result in a breach of any provision of:
 - (i) any rule, law or regulation to which Atha or any member of the Atha Group or each of their respective property is subject to;
 - (ii) any material term or provision of any material contract to which Atha or any member of the Atha Group is a party to;
 - (iii) Atha's constating documents; or

- (iv) any Authorisation applicable to any member of the Atha Group or the Atha Tenements;
 - (b) constitute a default or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of Atha or any Atha Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available;
 - (c) constitute a default or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of Atha or any Group Member or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available; or
 - (d) cause the suspension or revocation of any Authorisation currently in effect which would be reasonably expected to result in an Atha Material Adverse Event;
- 1.8 **issued securities:** the issued Atha securities and rights to be issued with respect to Atha securities as of the Execution Date is as follows:
- (a) 126,606,388 Atha Shares;
 - (b) 8,587,500 Atha Options; and
 - (c) 4,000,000 Atha restricted share units,
- and, to avoid doubt, the securities referred to in paragraphs 1.8(a) to 1.8(c) constitute the maximum number of Atha Shares, Atha Options, notes, options, warrants, restricted share units, performance rights or other securities or instruments convertible into Atha Shares or other securities issued by Atha as of the Execution Date;
- 1.9 **solvency:** none of Atha nor any member of the Atha Group is affected by an Insolvency Event;
- 1.10 **no Atha Prescribed Occurrence:** no Atha Prescribed Occurrence has occurred;
- 1.11 **regulatory action:** no member of the Atha Group is aware of any regulatory action of any nature taken, or to be taken, in relation to any member of the Atha Group which would be reasonably likely to prevent, inhibit or otherwise have a material adverse effect on Atha's ability to fulfil its obligations under this deed;
- 1.12 **litigation:** no investigations, actions, suits, arbitrations, mediations, conciliations, legal or administrative proceedings including, to avoid doubt, in relation to Tax matters, are taking place, pending or, to the knowledge of Atha, threatened against Atha or any member of the Atha and no member of the Atha, or any of their respective properties or assets, are subject to any sanction, outstanding judgment, order, decision, decree, ruling, award or injunction;
- 1.13 **regulatory approvals:** except as specified in this deed or set out in the Atha Disclosure Materials, no Authorisation, order or filing with, any Regulatory Authority is required on the part of any member of the Atha in connection with the execution, delivery and performance of this deed and the transactions contemplated by this deed or the Scheme or any other documents and agreements to be delivered under this deed;
- 1.14 **tax matters:**
- (a) Atha and each member of the Atha Group, to the best of its knowledge, has always complied with all Tax regulations applicable to it in all jurisdictions in which it operates or has operated or otherwise had or has a presence; and
 - (b) Atha and each member of the Atha Group has, to the best of its knowledge, duly and timely:

- (i) prepared and filed all Tax returns required to be filed by it with the appropriate Regulatory Authority and, such Tax returns are complete and correct in all material respects;
 - (ii) duly and timely paid all Taxes due;
 - (iii) satisfied its obligations regarding the conservation of documents and holds (or has access to) all appropriate documents which could be required by the relevant Regulatory Authority to justify its basis for assessment in relation to Taxes and its Tax filings;
 - (iv) withheld all taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such Taxes and other amounts required by law to be remitted by it;
 - (v) collected all amounts on account of sales or transfer taxes, including goods and services, stamp duty, harmonised sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it; and
 - (vi) the charges, accruals and reserves for taxes reflected in the Atha Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of Atha, adequate under applicable accounting principles to cover taxes with respect to Atha and each member of the Atha Group for the periods covered thereby;
- (c) Atha and each member of the Atha Group confirms that:
- (i) it does not have any Tax return that is currently under audit or examination, or is the subject of an appeal or dispute with a Regulatory Authority;
 - (ii) it does not have knowledge of a proposed reassessment of a Tax return by a Regulatory Authority; and
 - (iii) it has not waived the statute of limitations for any Tax or agreed to any extension of time for a Tax assessment or deficiency which extension, waiver or agreement is still in effect;

1.15 reporting status and compliance:

- (a) the Atha Shares are listed on CSE, Frankfurt Stock Exchange and OTCQB, and are not listed or traded on any other stock exchange;
- (b) Atha is in compliance with all applicable laws, CSE Listing Rules and rules and regulations of CSE; and
- (c) there are no outstanding or unresolved comments in comment letters from any securities commission or similar regulatory authority with respect to Atha's public disclosure and, to the knowledge of Atha, neither Atha nor any of its disclosure record is subject of an ongoing audit, review, comment or investigation by any securities commission or similar Regulatory Authority or the CSE;

1.16 no order: Atha is not subject to any order of CSE or any Regulatory Authority and, to the knowledge of Atha, no investigation or other proceedings involving Atha, that may operate or

prevent or restrict trading of any securities of Atha, are currently in progress or pending before CSE or any Regulatory Authority;

1.17 disclosure:

- (a) Atha is in compliance in all material respects with its disclosure obligations under applicable Canadian securities laws and the CSE Listing Rules and has not filed a confidential material change report or the equivalent thereof under applicable Canadian securities laws that remain confidential;
- (b) the Atha Disclosure Materials have been collated and in good faith and, so far as the Atha Board and the senior management of Atha are aware after due and diligent enquiry:
 - (i) the Atha Disclosure Materials are true, complete and accurate;
 - (ii) Atha has not omitted anything from such information that makes any part of that information materially false or misleading;
 - (iii) Atha has not included anything materially false or misleading in such information; and
 - (iv) access has not been denied to requested information with the intention of misleading 92 Energy;
- (c) the information and statements contained in this deed are true and correct in all material respects and together with the public filings of Atha on SEDAR+, constitute full, true and plain disclosure of all material facts relating to Atha and each member of the Atha Group on a consolidated basis, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained not misleading in light of the circumstances in which they were made;
- (d) it has disclosed all material information relating to the Atha Group or its respective businesses or operations and the Atha Tenements as at the Execution Date, which could reasonably be expected to be material for a reasonable and sophisticated buyer to make an informed assessment of:
 - (i) the Mineral Rights, including without limitation the scope, validity, adverse claims and material risks related thereto;
 - (ii) the Material Contracts and their respective change of control or termination provisions which would be enlivened by implementation of the Transaction; and
 - (iii) material disputes between Atha and a Third Party (including a Regulatory Authority); and
- (e) Atha has made all material filings required by all applicable Canadian securities laws and all such filings were, as of their respective dates, in compliance in all material respects with all applicable Canadian securities laws and, in respect of documents required to be filed under applicable Canadian securities laws (including securities laws of the Canadian Securities Authorities), at the time filed did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

- 1.18 NSS Agreement:** the Athabasca Basin Properties Sale and Purchase Agreement dated September 20, 2022 between The New Saskatchewan Syndicate (**NSS**) and Atha, as amended by an amending letter dated December 6, 2023, a copy of which has been provided to 92 Energy: (a) constitutes the entire agreement between NSS and Atha with respect to the subject matter thereof; (b) has been duly executed and delivered by the parties thereto; and (c) constitutes a legal, valid and binding obligation of Atha and NSS enforceable against each

of them in accordance with the terms thereof, subject only to bankruptcy, insolvency and other laws as related to or affecting general principles of equitable remedies and enforcement of creditor's rights;

- 1.19 **Thelon Claims:** The mineral claims set out in Schedule 6 under the heading "Nunavut Portfolio" (the **Thelon Claims**) are beneficially owned as to 100% by Atha. The Thelon Claims are held in trust by Doug Adams and Chris Brown, as bare trustees, for the benefit of Atha, have been validly obtained by or on behalf of Atha and Atha has good, valid and sufficient right, title and interest in the Thelon Claims. Other than the Thelon Claims, Atha does not own or have an interest in any mineral claims in the Thelon Basin;
- 1.20 **financial statements:** Atha's financial statements as disclosed to SEDAR+ and Atha's Subsidiaries' financial statements have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements and, so far as Atha is aware, there has not been any event, change, effect or development which would require Atha or any Group Member to restate their financial statements;
- 1.21 **no material adverse change:** since the date of the Atha Financial Statements: (i) each member of the Atha Group has conducted its business only in the ordinary and normal course, (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to any members of the Atha Group has been incurred other than in the ordinary course of business, and (iii) there has not been any material adverse change in respect of any members of the Atha Group;
- 1.22 **no breach:** the implementation of the Transaction as contemplated by this deed and the Scheme does not and will not:
- (a) constitute a breach of or default under, or constitute an event that with notice or lapse of time, or both, would constitute a breach of or default by;
 - (b) in any material respect, accelerate or permit the acceleration of the performance required by;
 - (c) give rise to any material obligation or material liability on the part of, or any third party rights (including any right of termination, purchase or pre-emption) that are adverse to the interests of; or
 - (d) result in the creation of any Encumbrance upon any of the properties or assets (including, without limitation, the Atha Tenements) of,
- any member of the Atha Group under any agreement or instrument relating to the rights and interests of a member of the Atha Group;
- 1.23 **employment:** Atha has Fairly Disclosed details of the period of service, remuneration package, applicable allowances, redundancy and/or termination entitlements and accrued leave (including long service leave, annual leave and personal leave) as at the date specified therein for each employee;
- 1.24 **holding of interest:** the Atha Disclosure Materials set out the details of any company, partnership, trust, joint venture (whether incorporated or unincorporated), other enterprise or any other equity interest in which Atha or another member of the Atha Group owns or otherwise holds any interest;
- 1.25 **Anti-Corruption Laws:**
- (a) no member of the Atha Group, nor to the knowledge of Atha, any of their respective Affiliates or Representatives nor any third party with whom they are or have been in joint venture has taken, directly or indirectly or has been alleged to have taken any action which would cause any member of the Atha Group or its Affiliates to be in violation of the Anti-Corruption Laws;

- (b) the Atha Group has conducted its businesses in compliance with Anti-Corruption Laws and has implemented and adhered to policies and procedures designed to prevent conduct that would constitute a violation of the Anti-Corruption Laws and have maintained complete and accurate books and records, including records of payments to any agents, consultants, representatives, third parties and Government Officials;
- (c) during the five years prior to the Execution Date, no member of the Atha Group has received from any Regulatory Authority or any other person any notice, inquiry, or internal or external allegation, or made any voluntary or involuntary disclosure to a Regulatory Authority related to any actual or potential violation of applicable Anti-Corruption Laws;
- (d) no member of the Atha Group and none of their respective Representatives, is or has been the subject of any pending or threatened investigation, audit, suspension, inquiry or enforcement proceeding regarding any offence or alleged offence under any applicable Anti-Corruption Law, and so far as Atha is aware:
 - (i) no such investigation, inquiry or proceeding has been threatened or is pending; and
 - (ii) there are no circumstances reasonably likely to give rise to any such investigation, inquiry or proceeding; and
- (e) no Government Official is associated with, or owns an interest, whether direct or indirect, in any member of the Atha Group, or has any legal or beneficial interest in the Transaction; and

1.26 U.S. Securities Laws Matters

- (a) Atha is a “foreign private issuer” within the meaning of Rule 405 of Regulation C under the U.S. Securities Act;
- (b) Atha is not registered, and is not required to be registered, as an “investment company” pursuant to the U.S. Investment Company Act; and
- (c) Atha is not currently subject to the reporting requirements of the U.S. Exchange Act.

Schedule 4
Scheme of Arrangement

Scheme of Arrangement

between

92 Energy Limited
ACN 639 228 550
(92 Energy)

and

Scheme Participants

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This scheme of arrangement is made

between **92 Energy Limited** ACN 639 228 550 of Level 3, The Read Buildings, 16 Milligan Street, Perth WA 6000 (**92 Energy**)

and the **Scheme Participants**

1 Defined terms & interpretation

1.1 Defined terms

In this Scheme, except where the context otherwise requires:

92 Energy Share means a fully paid ordinary share in the capital of 92 Energy.

92 Energy Share Register means the register of 92 Energy Shareholders maintained by or on behalf of 92 Energy in accordance with the Corporations Act.

92 Energy Share Registry means Automic Group.

92 Energy Shareholder means a person who is registered in the 92 Energy Share Register as the holder of one or more 92 Energy Shares, from time to time.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

ASX Settlement Rules means ASX Settlement Operating Rules of ASX Settlement.

Atha means Atha Energy Corp (registration number BC1283958), a corporation existing under the laws of the Province of British Columbia, Canada and with a registered address of 1250-1066 Hastings St. W, Vancouver, British Columbia, Canada, V6E 3X1.

Atha Group means Atha and Atha (NU).

Atha Nominee has the meaning given in clause 2.3.

Atha (NU) means Atha Energy (NU) Corp., the sole Subsidiary of Atha.

Atha Share means a common share in the capital of Atha.

Atha Share Register means the central securities register of Atha maintained by or on behalf of Atha in accordance with the BCBCA.

Atha Share Registry means Odyssey Trust Company.

BCBCA means the Business Corporations Act (British Columbia), as amended from time to time, and including the regulations thereto.

Business Day means a business day as defined in the Listing Rules and, to the extent any action must be taken in relation to CSE, a day on which CSE is open for trading but excludes a day that is a Saturday, Sunday, bank holiday or statutory or public holiday in Perth, Western Australia or Vancouver, British Columbia, Canada.

Canadian Securities Administrators means the applicable securities regulatory authorities in the provinces of British Columbia, Alberta and Ontario.

CHESS means the clearing house electronic sub-register system of share transfers operated by ASX Settlement.

Conditions Precedent means the conditions precedent in clause 3.1 of the Scheme Implementation Deed.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Federal Court of Australia.

CSE means the Canadian Securities Exchange.

Deed Poll means the deed poll to be entered into by Atha in favour of the Scheme Participants substantially in the form contained in Schedule 5 to the Scheme Implementation Deed or in such other form as agreed in writing between 92 Energy and Atha.

Effect means, when used in relation to the Scheme, the coming into effect pursuant to section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme and **Effective** has a corresponding meaning.

Effective Date means the date on which the Scheme becomes Effective.

Electing Selling Scheme Participant means a Selling Scheme Participant who has elected in writing to have all of their Scheme Consideration issued to the Sale Agent and sold on their behalf in accordance with clause 6.8.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention right of first refusal, option, royalty, , preferential right or trust arrangement and any other security arrangement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by law or contract.

End Date means the date six months after the date of the Scheme Implementation Deed, or such later date as agreed to in writing between 92 Energy and Atha.

Excluded Shareholder means any member entity of the Atha Group, being either Atha or Atha (NU).

Excluded Shares means any 92 Energy Shares held by an Excluded Shareholder.

First Court Date means the first day on which an application is made to the Court for an order under section 411(1) of the Corporations Act approving the convening of the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Implementation Date means the fifth Business Day after the Record Date, or such other date agreed to in writing by 92 Energy and Atha.

Ineligible Foreign Holder means any Scheme Participant whose address shown on the 92 Energy Share Register as at the Record Date is a place outside Australia, Canada (British Columbia, Ontario, Quebec, Saskatchewan and Alberta provinces only), Hong Kong, New Zealand, Singapore, the United Kingdom and the United States and such other jurisdictions as agreed in writing between the parties, unless, no less than three Business Days prior to the Scheme Meeting, the parties agree in writing that it is lawful and not unduly onerous or unduly impracticable to issue that 92 Energy Shareholder with the Scheme Consideration when the Scheme becomes Effective.

Ineligible Scheme Consideration has the meaning given in clause 6.9(b).

Listing Rules means the official listing rules of the ASX.

Record Date means 7:00pm (AEST) on the second Business Day following the Effective Date, or such other date (after the Effective Date) as 92 Energy and Atha may agree in writing.

Registered Address means in relation to a Scheme Participant, the address shown in the 92 Energy Share Register as at the Record Date.

Regulatory Authority includes:

- (a) a government or governmental, semi-governmental, administrative, fiscal, tax or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, tribunal, agency, board, authority or organisation of any government;
- (c) any regulatory organisation established under statute;
- (d) any applicable securities commission or stock or securities exchange;
- (e) in particular, ASX, ASIC, Canadian Securities Administrators, CSE, the Australian Foreign Investment Review Board and the Takeovers Panel; and
- (f) any authorised representative of any of the above.

Representative means:

- (a) in relation to 92 Energy, any director, officer or employee of any member of 92 Energy and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to 92 Energy in relation to the Transaction; and
- (b) in relation to Atha, any director, officer or employee of any member of Atha and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to Atha in relation to the Transaction.

Sale Agent means a person appointed by Atha to sell the Atha Shares that would otherwise be issued to or for the benefit of Ineligible Foreign Holders or Electing Selling Scheme Participant under the terms of the Scheme.

Sale Proceeds has the meaning given in clause 6.8(c)(ii).

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act between 92 Energy and the Scheme Participants as set out in this document, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by 92 Energy and Atha.

Scheme Consideration means the consideration to be provided by or on behalf of Atha to each Scheme Participant for the transfer of each Scheme Share under the Scheme, being, subject to clause 6, 0.5834 Atha Shares per Scheme Share.

Scheme Implementation Deed means the Scheme Implementation Deed dated on or about 7 December 2023 between 92 Energy and Atha, as may be amended or varied from time to time.

Scheme Meeting means the meeting of 92 Energy Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and includes any adjournment of that meeting.

Scheme Participant means each person who is a 92 Energy Shareholder on the Record Date (other than Excluded Shareholders).

Scheme Shares means all of the 92 Energy Shares on issue on the Record Date other than any Excluded Shares.

Scheme Transfer means, for each Scheme Participant, a duly completed and executed proper instrument of transfer of the Scheme Shares held by that Scheme Participant for the purposes of section 1071B of the Corporations Act, which may be a master transfer for all Scheme Shares.

Second Court Date means the first day on which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or,

if the application is adjourned for any reason, the first day on which the adjourned application is heard.

Second Court Hearing means the hearing at which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned for any reason adjourned hearing.

Selling Scheme Participant means a Scheme Participant whose entitlement to the Scheme Consideration would be 100,000 Atha Shares or less.

Subsidiary has the meaning given to that term in section 9 of the Corporations Act.

Tax or Taxes means all taxes, surtaxes, duties, levies, imposts, fees, withholdings, dues and other charges of any nature, imposed or collected by any Regulatory Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Regulatory Authority including any instalment payments, interest, penalties or other additions associated therewith, whether or not disputed.

Tax Authority means any Regulatory Authority responsible for the assessment, collection, withholding or administration of Tax in any country or jurisdiction.

Trading Day means a trading day as defined in the Listing Rules.

Transaction means the acquisition by Atha of all of the Scheme Shares by means of the Scheme in accordance with the terms of the Scheme Implementation Deed.

U.S. Securities Act means the United States Securities Act of 1933, as amended.

United States means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

1.2 Interpretation

In this Scheme:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, or schedule is to a clause or paragraph of, or schedule to, this document, and a reference to this agreement includes any schedule;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, dollar, Australian dollar or \$ is to Australian currency;
- (f) a reference to time is to Perth, Western Australia time, unless otherwise noted;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;
- (k) a word or expression defined in the Corporations Act and not otherwise defined in this agreement has the meaning given to it in the Corporations Act;
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 Preliminary

2.1 92 Energy

92 Energy is a public company incorporated in Australia and registered in Western Australia and is a company limited by shares. 92 Energy is admitted to the official list of ASX and its shares are officially quoted on the securities market conducted by ASX. Its registered office is at Level 3, The Read Buildings, 16 Milligan Street, Perth WA 6000.

2.2 Atha

Atha is a publicly-traded company existing under the laws of the Province of British Columbia. The Atha Shares are listed and posted for trading on the CSE. Its registered office is at 1250 1066 Hastings St. W, Vancouver, British Columbia, Canada, V6E 3X1.

2.3 Atha Nominee

- (a) Atha may nominate any wholly-owned Subsidiary of Atha (**Atha Nominee**) to acquire the Scheme Shares under the Scheme by giving written notice to 92 Energy on or before the date that is three Business Days before the First Court Date.
- (b) If Atha nominates an Atha Nominee to acquire the Scheme Shares under the Scheme, then:
 - (i) references in this Scheme to Atha acquiring the Scheme Shares under the Scheme are to be read as references to the Atha Nominee doing so;
 - (ii) other references in this Scheme to Atha are to be read as references to Atha or the Atha Nominee (as the context requires);
 - (iii) the parties must procure that the Scheme Shares transferred under the Scheme are transferred to the Atha Nominee, rather than Atha;
 - (iv) Atha must procure that the Atha Nominee complies with the relevant obligations of Atha under this Scheme, and enter into a deed of accession on terms acceptable to 92 Energy, acting reasonably; and

- (v) any such nomination will not relieve Atha of its obligations under this Scheme and the Deed Poll, including the obligation to issue the Scheme Consideration in accordance with the terms of the Scheme.

2.4 Agreement to implement this Scheme

Each of 92 Energy and Atha have agreed, by executing the Scheme Implementation Deed, to facilitate the implementation of the terms of this Scheme.

2.5 Deed Poll

- (a) This Scheme attributes actions to Atha but does not itself impose an obligation on Atha to perform those actions. Atha has undertaken in favour of each Scheme Participant, by executing the Deed Poll, that it will perform (or procure the performance of) its obligations under, and do all acts and things necessary or desirable on its part to give full effect to, this Scheme, including to provide to each Scheme Participant the Scheme Consideration.
- (b) 92 Energy undertakes in favour of each Scheme Participant to enforce the Deed Poll against Atha on behalf of and as agent and attorney for the Scheme Participants.

2.6 Summary of Scheme

If this Scheme becomes Effective:

- (a) Atha must provide or procure the provision of the Scheme Consideration to the Scheme Participants in accordance with the terms of this Scheme and the Deed Poll;
- (b) in consideration for the transfer of the Scheme Consideration to the Scheme Participants, all of the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares) must be transferred to Atha and 92 Energy will become a wholly-owned Subsidiary of Atha on the Implementation Date;
- (c) 92 Energy must enter the name of Atha in the 92 Energy Share Register as the holder of all the Scheme Shares; and
- (d) this Scheme will:
 - (i) bind 92 Energy and all Scheme Participants, including those who do not attend the Scheme Meeting, those who do not vote at that meeting and those who vote against this Scheme at that meeting; and
 - (ii) override the constitution of 92 Energy, to the extent of any inconsistency and to the extent permitted by law.

3 Conditions precedent

3.1 Conditions precedent

This Scheme is conditional upon, and will have no force or effect unless and until, each of the following conditions precedent are satisfied:

- (a) as at 8:00am on the Second Court Date, each Condition Precedent having been satisfied or (if permitted) waived (other than the condition in clause 3.1(d) (Court Approval of Scheme) and in clause 3.1(e) (Scheme Orders lodged with ASIC) of the Scheme Implementation Deed) in accordance with the Scheme Implementation Deed;
- (b) as at 8:00am on the Second Court Date, the Scheme Implementation Deed not having been terminated in accordance with its terms;
- (c) as at 8:00am on the Second Court Date, the Deed Poll not having been terminated in accordance with its terms;

- (d) approval of the Scheme by the Court pursuant to section 411(4)(b) of the Corporations Act having been obtained and if applicable, 92 Energy and Atha having accepted in writing any modification made or required by the Court under section 411(6) of the Corporations Act; and
- (e) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and agreed to by 92 Energy and Atha having been satisfied or waived.

3.2 Certificates

- (a) At the Second Court Hearing for the Scheme, each of 92 Energy and Atha must provide a certificate to the Court confirming (in respect of matters within their knowledge) whether or not all the conditions in clauses 3.1(a), 3.1(b) and 3.1(c) have been satisfied or waived as at 8:00am on the Second Court Date.
- (b) The certificate referred to in this clause 3.2 will constitute conclusive evidence of whether the conditions in clauses 3.1(a), 3.1(b) and 3.1(c) have been satisfied or waived as at 8:00am on the Second Court Date.

4 The Scheme

4.1 Effective Date

Subject to clause 4.2, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

4.2 End Date

Without limiting any rights under the Scheme Implementation Deed, this Scheme will lapse and be of no further force or effect (and each of 92 Energy and Atha are released from any obligations and any liability in connection with this Scheme or the Deed Poll) if:

- (a) the Effective Date has not occurred on or before the End Date; or
- (b) the Scheme Implementation Deed or the Deed Poll are terminated in accordance with their respective terms,

unless 92 Energy and Atha otherwise agree in writing (and, if required, as approved by the Court).

5 Implementation of the Scheme

5.1 Lodgement of Scheme Order with ASIC

92 Energy must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Scheme Order as soon as possible and by no later than 5:00pm on the first Business Day after the date on which the Court makes that Scheme Order (or such later time agreed in writing between 92 Energy and Atha).

5.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in accordance with clause 6, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Atha, without the need for any further act by any Scheme Participant (other than acts performed by 92 Energy or its directors and officers as agent and attorney of the Scheme Participants under clauses 8.1 and 8.2 or otherwise), by:

- (i) 92 Energy delivering to Atha a duly completed registrable Scheme Transfer, duly executed on behalf of the Scheme Participants by 92 Energy as transferor; and
- (ii) Atha duly executing that Scheme Transfer as transferee, attending to the stamping of the Scheme Transfer (if required) and delivering it to 92 Energy for registration; and
- (b) 92 Energy, immediately after receipt of the Scheme Transfer in accordance with clause 5.2(a)(ii), must attend to registration of the Scheme Transfer and enter, or procure the entry of, the name of Atha in the 92 Energy Share Register as holder of all the Scheme Shares.

5.3 Timing

Notwithstanding any other provision of this Scheme, while Atha Shares forming the Scheme Consideration must be issued (and the Atha Share Register updated to record their issuance) on the Implementation Date, any requirements under clause 6 for the sending of holding statements or allotment advices (or equivalent) may be satisfied as soon as practicable after the Implementation Date.

5.4 Entitlement to Scheme Consideration

On the Implementation Date, in consideration of the transfer of the Scheme Shares to Atha, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of the Scheme Shares held by them on the Record Date in accordance with clause 6 and the Deed Poll.

5.5 U.S. Securities Laws

- (a) 92 Energy and Atha shall take all reasonable steps as may be required to cause the Scheme Consideration to be issued to the Scheme Participants under the Scheme to be issued pursuant to the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.
- (b) In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, 92 Energy and Atha agree that the Scheme will be implemented on the following basis:
 - (i) the Scheme will be subject to the approval of the Court;
 - (ii) prior to the Second Court Date, the Court will be advised that Atha intends to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance and exchange of all Scheme Consideration pursuant to the Scheme based on the Court's approval of the Scheme;
 - (iii) the Court will be required to satisfy itself as to the fairness of the Scheme to the Scheme Participants entitled to receive Scheme Consideration pursuant to the Scheme;
 - (iv) 92 Energy will ensure that Scheme Participants entitled to receive Scheme Consideration pursuant to the Scheme will, in a manner consistent with orders of the Court, be given notice advising them of their right to attend the hearing of the Court to give approval of the Scheme and providing them with information necessary for them to exercise that right;
 - (v) each Scheme Participant will have the right to appear before the Court at the hearing of the Court to give approval of the Scheme under section 411(4) of the Corporations Act so long as they enter an appearance within a reasonable time; and
 - (vi) 92 Energy shall request that the Court orders approving the Scheme, or the reasons for judgment in respect of the same, under section 411(4) of the Corporations Act shall include a statement substantially to the following effect:

“Atha intends to rely on this Order or reasons as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended (the “Act”), from the registration requirements of the Act in connection with the issue and exchange of Scheme Consideration pursuant to the Scheme”.

6 Scheme Consideration

6.1 Scheme Consideration

On the Implementation Date, Atha must provide the Scheme Consideration to each Scheme Participant in accordance with this clause 6.

6.2 Issue of Scheme Consideration

- (a) Subject to clause 6.8, on the Implementation Date, Atha must:
 - (i) issue, or procure the issuance of, to each Scheme Participant (other than Ineligible Foreign Holders and Electing Selling Scheme Participants) the Scheme Consideration for each Scheme Share transferred to Atha on the Implementation Date by that Scheme Participant; and
 - (ii) procure that:
 - (A) the Atha Share Register is updated to record the issuance of the Atha Shares on the Implementation Date forming the Scheme Consideration; and
 - (B) a holding statement is sent to the Registered Address of each Scheme Participant, who is not an Ineligible Foreign Holder or Electing Selling Scheme Participant, representing the Scheme Consideration issued to such Scheme Participant.
- (b) Atha covenants in favour of 92 Energy (in its own right and separately as trustee and nominee for each of the Scheme Participants) that:
 - (i) the Atha Shares to be issued as Scheme Consideration will be duly and validly authorised and will, on and from their issue, rank equally in all respects with all existing and outstanding Atha Shares listed on the CSE;
 - (ii) holders of the Atha Shares issued as Scheme Consideration will be entitled to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of Atha Shares on and after the Implementation Date subject to the requirements of Atha’s constating documents and all applicable laws;
 - (iii) the first trade of the Atha Shares issued as Scheme Consideration by each Scheme Participant, other than a trade that is otherwise exempt from or not subject to the prospectus requirements under applicable Canadian securities laws, will be a ‘distribution’ within the meaning of applicable Canadian securities laws and will be subject to the prospectus requirements of applicable Canadian securities laws unless:
 - (A) at the time of such trade, Atha is and has been a ‘reporting issuer’ (within the meaning of applicable Canadian securities laws) in a ‘jurisdiction of Canada’ (as such term is defined in National Instrument 14-101 – *Definitions* of the Canadian Securities Administrators (**‘NI 14-101’**)) for the four months immediately preceding the trade;
 - (B) such trade is not a ‘control distribution’ (as such term is defined in National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators (**‘NI 45-102’**));

- (C) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;
- (D) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
- (E) if the selling securityholder is an 'insider' (within the meaning of applicable Canadian securities laws) or officer of Atha, the selling securityholder has no reasonable grounds to believe that Atha is in default of 'securities legislation' (as such term is defined in NI 14-101);
- (iv) on issue pursuant to the Scheme, each such Atha Share will be validly issued, as a fully paid and non-assessable Atha Share; and
- (v) it will use its best endeavours to ensure that the Atha Shares issued as Scheme Consideration will be listed and posted for trading on the CSE as soon as practicable after the Implementation Date (or such later date as CSE may require).

6.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the Atha Shares to be issued under this Scheme will be issued to and registered in the names of the joint holders;
- (b) any other document required to be sent under this Scheme will be forwarded to the Registered Address of the holder whose name appears first in the 92 Energy Share Register on the Record Date; and
- (c) any cheque required to be paid to Scheme Participants will be payable to the joint holders and will be forwarded to the Registered Address of the holder whose name appears first in the 92 Energy Share Register on the Record Date.

6.4 Rounding Entitlements

- (a) Where the calculation of the number of Atha Shares to be issued to a particular Scheme Participant (or to the Sale Agent in the case of an Ineligible Foreign Holder or an Electing Selling Scheme Participant) as Scheme Consideration would result in the issue of a fraction of an Atha Share, the fractional entitlement will be rounded down to the nearest whole number of Atha Shares.
- (b) If the parties are of the opinion (formed reasonably) that two or more Scheme Participants (each of whom holds a number of Scheme Consideration that results in rounding in accordance with clause 6.4(a)) have, before the Record Date, been party to shareholding splitting or division in an attempt to obtain an advantage by reference to such rounding, then the parties must consult in good faith to determine whether such matters have arisen and if agreement is reached between the parties following such consultation, 92 Energy must give notice to those Scheme Participants:
 - (i) setting out their names and registered addresses;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the 92 Energy Shares held by all of them,

and, after such notice has been given, the Scheme Participant specifically identified in the notice will, for the purposes of the Scheme, be taken to hold all of those 92 Energy Shares and each of the other Scheme Participants whose names and registered addresses are set out in the notice will, for the purposes of the Scheme, be taken to hold no 92 Energy Shares.

6.5 Scheme Participants' agreement

If the Scheme becomes Effective:

- (a) each Scheme Participant (other than an Ineligible Foreign Holder, Electing Selling Scheme Participant and the Sale Agent) will be deemed to have irrevocably agreed to become a shareholder of Atha and to have accepted the Atha Shares issued to that holder under this Scheme subject to, and to be bound by, the constating documents of Atha and to be recorded in the Atha Share Register as a holder of Atha Shares (in respect of the Scheme Consideration which such Scheme Participant is issued pursuant to this Scheme);
- (b) each Scheme Participant that is an Ineligible Foreign Holder or an Electing Selling Scheme Participant irrevocably agrees and acknowledges that the payment to it of an amount in accordance with clause 6.8(d) constitutes the satisfaction in full of its entitlement to the Scheme Consideration under this Scheme; and
- (c) each Scheme Participant agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, in accordance with the terms of this Scheme.

6.6 Warranty by Scheme Participants

- (a) Each Scheme Participant is deemed to have warranted to Atha, and to have appointed and authorised 92 Energy (or any of its directors or officers) to warrant to Atha as agent and attorney for the Scheme Participant by virtue of this clause 6.6, that:
 - (i) all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to Atha under the Scheme will, as at the date of the transfer, be fully paid and free from:
 - (A) all Encumbrances and interests of third parties of any kind, whether legal or otherwise; and
 - (B) restrictions on transfer of any kind;
 - (ii) they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Atha under the Scheme; and
 - (iii) they have no existing right to be issued any other Scheme Shares or any other form of securities in 92 Energy.
- (b) 92 Energy undertakes in favour of each Scheme Participant that it will provide such warranties in clause 6.6(a) to Atha as agent and attorney of each Scheme Participant.

6.7 Binding instruction or notifications

Except for a Scheme Participant's tax file number, any binding instruction or notification between a Scheme Participant and 92 Energy relating to Scheme Shares on the Record Date (including any instructions relating to payment of dividends or to communications from 92 Energy) will, from the Record Date, be deemed (except to the extent determined otherwise by Atha in its sole discretion) to be a similarly binding instruction or notification to, and accepted by Atha, in respect of the Atha Shares issued to the Scheme Participant until that instruction or notification is revoked or amended in writing addressed to Atha, provided that any such instructions or notifications accepted by Atha will apply to and in respect of the Atha Shares issued as Scheme Consideration only to the extent that they are:

- (a) not inconsistent with the other provisions of this Scheme; or
- (b) recognised under Australian law or Atha's constating documents.

6.8 Ineligible Foreign Holders and Electing Selling Scheme Participants

- (a) Atha will allow Selling Scheme Participants to elect, by providing notice in writing to 92 Energy on or before the Record Date, to be treated as an Electing Selling Scheme Participant for the purposes of this clause 6.8.
- (b) Atha has no obligation under this Scheme to issue, and will not issue, any Scheme Consideration to any Ineligible Foreign Holder or Electing Selling Scheme Participant under the Scheme and instead the Atha Shares that would, but for this clause 6.8, have been issued to an Ineligible Foreign Holder or an Electing Selling Scheme Participant as Scheme Consideration, must be issued by Atha to the Sale Agent (subject to clauses 6.4 and 6.10).
- (c) Subject to compliance with all applicable laws, including applicable Canadian securities laws, Atha must procure that, as soon as reasonably practicable and in any event not more than 20 trading days (on which Atha Shares are capable of being traded on the CSE) after the Implementation Date, the Sale Agent:
 - (i) sells all the Atha Shares issued to the Sale Agent pursuant to clause 6.8(b) outside the United States of America in such manner, or such financial market, at such price and on such other terms as the Sale Agent determines in good faith; and
 - (ii) as soon as reasonably practicable and in any event no more than 10 Business Days after settlement of all the sales of Atha Shares by the Sale Agent under clause 6.8(c)(i), remits to Atha the total proceeds of those sales after deduction of any applicable fees, foreign exchange, stamp duty, brokerage and other selling costs, Taxes and charges of the Sale Agent reasonably incurred in connection with the sale of such Atha Shares (**Sale Proceeds**).
- (d) Atha must, promptly after receiving the Sale Proceeds from the Sale Agent, pay each Ineligible Foreign Holder and Electing Selling Scheme Participant such proportion of the Sale Proceeds (in Australian dollars) to which that Ineligible Foreign Holder or Electing Selling Scheme Participant is entitled, to be determined in accordance with the following formula:

$$P = \left(\frac{E}{T} \right) * SP$$

where:

- P** = the amount of the Sale Proceeds to which the Ineligible Foreign Holder or Electing Selling Scheme Participant (as applicable) is to be paid;
 - E** = the number of Atha Shares to which the Ineligible Foreign Holder or Electing Selling Scheme Participant would have been entitled if they had not been an Ineligible Foreign Holder or an Electing Selling Scheme Participant;
 - T** = the total number of Atha Shares attributable to, and which would otherwise have been issued to, all Ineligible Foreign Holders and all Electing Selling Scheme Participants collectively and which are instead issued to the Sale Agent in accordance with this clause 6.8; and
 - SP** = the Sale Proceeds.
- (e) The obligations of Atha under clause 6.8(d) will be satisfied by Atha (in its absolute discretion, and despite an election referred to in clause 6.8(e)(i) or authority referred to in clause 6.8(e)(iii) made or given by the Scheme Participant):
 - (i) if a Scheme Participant has, before the Record Date, made a valid election in accordance with the requirements of the 92 Energy Share Registry to receive dividend payments from 92 Energy by electronic funds transfer to a bank account nominated by the Scheme Participant, paying or procuring the

payment of, the relevant amount in Australian currency by electronic means in accordance with that election;

- (ii) paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Participant by an appropriate authority from the Scheme Participant to 92 Energy; or
 - (iii) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Participant by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Scheme Participant (or in the case of joint holders, in accordance with the procedures set out in clause 6.3).
- (f) Each Ineligible Foreign Holder and Electing Selling Scheme Participant:
- (i) acknowledges and agrees that:
 - (A) payment by the Sale Agent to an Ineligible Foreign Holder in accordance with clauses 6.8(a) to 6.8(e) (inclusive) satisfies in full the Ineligible Foreign Holder's or the Electing Selling Scheme Participant's right to the Scheme Consideration;
 - (B) none of 92 Energy, Atha or the Sale Agent gives any assurance as to the price that will be achieved for the sale of the Atha Shares described in this clause 6.8, and the sale of the Atha Shares under this clause 6.8 will be at the risk of the Ineligible Foreign Holder and the Electing Selling Scheme Participant; and
 - (C) 92 Energy, Atha and the Sale Agent each expressly disclaim any fiduciary duty to any Ineligible Foreign Holder and Electing Selling Scheme Participant that may arise in connection with this clause 6.8; and
 - (ii) appoints 92 Energy, and each director and officer of 92 Energy, as its agent to receive on its behalf any financial services guide or other notice which is required to be given by the Sale Agent to the Ineligible Foreign Holder and the Electing Selling Scheme Participant for or in connection with its appointment or sales under the Corporations Act or any other applicable law.

6.9 Other ineligible Scheme Participants

Where the issue of Scheme Consideration to which a Scheme Participant (other than an Ineligible Foreign Holder or Electing Selling Scheme Participant) would otherwise be entitled under this Scheme would result in a breach of law:

- (a) Atha will issue the maximum possible number of Atha Shares as Scheme Consideration to the Scheme Participant without giving rise to such a breach; and
- (b) any further Atha Shares to which that Scheme Participant is entitled as Scheme Consideration but the issue of which to the Scheme Participant would give rise to such a breach of law (**Ineligible Scheme Consideration**), will instead be issued to the Sale Agent and dealt with under clause 6.8 as if the Ineligible Scheme Consideration were Scheme Consideration that an Ineligible Foreign Holder or an Electing Selling Scheme Participant would have (but for clause 6.8) been entitled to.

6.10 Orders of a Court or Regulatory Authority

- (a) If 92 Energy (or the 92 Energy Share Register) or Atha (or the Atha Share Register) receives written notice of an order or direction made by a court of competent jurisdiction or by a Regulatory Authority that:
 - (i) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a

particular Scheme Participant, which would otherwise be payable or required to be issued to that Scheme Participant by 92 Energy or Atha in accordance with this clause 6, then 92 Energy or Atha (as applicable) will be entitled to procure that the provision of that consideration is made in accordance with that order or direction; or

- (ii) prevents 92 Energy or Atha from providing consideration to any particular Scheme Participant in accordance with this clause 6, or the payment or issuance of such consideration is otherwise prohibited by applicable law, 92 Energy or Atha (as applicable) will be entitled to:
 - (A) in the case of any Ineligible Foreign Holder or Electing Selling Scheme Participant, retain an amount, in Australian dollars, equal to the relevant Ineligible Foreign Holder's or Electing Selling Scheme Participant's share of any proceeds of sale received by 92 Energy pursuant to clause 6.8; and
 - (B) not issue (or, in the case of 92 Energy, direct Atha not to issue), or issue (or, in the case of 92 Energy, direct Atha to issue) to a permitted trustee or nominee, such number of Atha shares as Scheme Consideration,

until such time as provision of the Scheme Consideration in accordance with this clause 6 is permitted by that (or another) order or direction or otherwise by law.

- (b) To avoid doubt, any payment or retention by 92 Energy or Atha (as applicable) under clause 6.10(a) will constitute the full discharge of Atha's obligations under clause 6.1 with respect to the amount so paid or retained until, in the case of clause 6.10(a)(ii), the amount is no longer required to be retained.

6.11 Unclaimed monies

- (a) Atha may cancel a cheque issued under this clause 6 if the cheque:
 - (i) is returned to Atha; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Participant to Atha (or the Atha Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Atha must reissue a cheque that was previously cancelled under this clause 6.11.
- (c) The *Unclaimed Money Act 1990* (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 6 of the *Unclaimed Money Act 1990* (WA)).

7 Dealings in 92 Energy Shares

7.1 Determination of Scheme Participants

To establish the identity of Scheme Participants, dealings in 92 Energy Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the 92 Energy Share Register as holder of the relevant 92 Energy Shares on or before the Record Date; and

- (b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Record Date at the place where the 92 Energy Share Register is kept,

and 92 Energy must not accept for registration, nor recognise for any purpose (except a transfer to Atha under this Scheme and any subsequent transfer by Atha or its successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form, as appropriate.

7.2 92 Energy Share Register

92 Energy must register any transmission application or transfer received in accordance with clause 7.1 by the Record Date provided that, to avoid doubt, nothing in this clause 7.2 requires 92 Energy to register a transfer that would result in a 92 Energy Shareholder holding a parcel of 92 Energy Shares that is less than a 'marketable parcel' (within the meaning given to that term in the operating rules of ASX).

7.3 Transfer requests received after Record Date

92 Energy will not accept for registration or recognise for any purpose any transfer, transmission or application in respect of 92 Energy Shares received after the times specified in clause 7.1, or received prior to such times but not in registrable form, other than a transfer to Atha in accordance with this Scheme.

7.4 No disposals after Record Date

If this Scheme becomes Effective, each Scheme Participant, and any person claiming through that Scheme Participant, must not dispose of or transfer, or purport or agree to dispose of or transfer, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will be void and have no legal effect whatsoever and 92 Energy must disregard any such disposal, transfer or transmission application in respect of Scheme Shares received after the Record Date.

7.5 Maintenance of 92 Energy Share Register

For the purpose of determining entitlements to the Scheme Consideration, 92 Energy must maintain, or procure the maintenance of, the 92 Energy Share Register in accordance with the provisions of this clause 7 until the Scheme Consideration has been delivered to the Scheme Participants and Atha has been entered into the 92 Energy Share Register. The 92 Energy Share Register in this form will solely determine entitlements to the Scheme Consideration.

7.6 Effect of Holding Statements

All statements of holding in respect of 92 Energy Shares will cease to have effect after the Record Date as documents of title (or evidence thereof) in respect of those 92 Energy Shares. After the Record Date, each entry current on the 92 Energy Share Register on and from the Record Date (other than entries on the 92 Energy Share Register in respect of Atha) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the 92 Energy Shares relating to that entry.

7.7 Details of Scheme Participants

As soon as practicable after the Record Date, and in any event within one Business Day of the Record Date, 92 Energy must provide to Atha details of the names, registered addresses and holdings of 92 Energy Shares for each Scheme Participant, as shown in the 92 Energy Share Register on the Record Date, and the number of Atha Shares to which each such Scheme Participant is entitled in such form as Atha reasonably requires.

7.8 Quotation of 92 Energy Shares

- (a) 92 Energy must apply to ASX to suspend trading on ASX in 92 Energy Shares with effect from the close of trading on ASX on the Effective Date.

- (b) With effect on and from the close of trading on the Trading Day immediately following, or shortly after, the Implementation Date, 92 Energy must apply:
 - (i) for termination of the official quotation of 92 Energy Shares on ASX; and
 - (ii) to have itself removed from the official list of the ASX.

8 General

8.1 Scheme Participant agreements and consents

Each Scheme Participant irrevocably agrees and consents for all purposes to:

- (a) the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, to Atha in accordance with the terms of this Scheme and agree to the variation, cancellation or modification of the rights attached to their 92 Energy Shares constituted or resulting from this Scheme (if any); and
- (b) 92 Energy and Atha doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of the Scheme and the transactions contemplated by it,

in each case without the need for any further act by that Scheme Participant.

8.2 Authority given to 92 Energy

- (a) On this Scheme becoming Effective, each Scheme Participant, without the need for any further act, is deemed to have irrevocably appointed 92 Energy and all of its directors and officers (jointly and severally) as its attorney and agent for the purposes of:
 - (i) enforcing the Deed Poll against Atha;
 - (ii) in the case of Scheme Shares in a CHESS holding:
 - (A) causing a message to be transmitted to ASX Settlement in accordance with the ASX Settlement Rules so as to transfer the Scheme Shares held by the Scheme Participant from the CHESS sub-register of 92 Energy to the issuer sponsored sub-register operated by 92 Energy or the 92 Energy Share Registry at any time after Atha has provided the Scheme Consideration which is due to Scheme Participants under this Scheme; and
 - (B) completing and signing on behalf of Scheme Participants any required form of transfer of Scheme Shares;
 - (iii) in the case of Scheme Shares registered in the issuer sponsored sub-register operated by 92 Energy or the 92 Energy Share Registry, completing and signing on behalf of Scheme Participants any required form of transfer; and
 - (iv) doing all things and executing any agreements, instruments, transfers or other documents as may be necessary or desirable to give full effect to this Scheme and the transactions contemplated by it, including the effecting of a valid transfer or transfers (or the execution and delivery of any Scheme Transfers) as contemplated by clause 5.2.
- (b) 92 Energy:
 - (i) accepts the appointment under clause 8.2(a); and
 - (ii) as attorney and agent of each Scheme Participant, may sub delegate its functions, authorities or powers under this clause 8.2 to all or any of its directors and officers (jointly, severally or jointly and severally).

8.3 Further assurances

Each Scheme Participant and 92 Energy will execute documents and do all things and acts necessary or expedient in order to implement this Scheme.

8.4 Scheme binding

This Scheme binds 92 Energy and all Scheme Participants from time to time (including, to avoid doubt, those who do not attend the Scheme Meeting, those who do not vote at that meeting or vote against this Scheme) and, to the extent of any inconsistency, overrides the constitution of 92 Energy.

8.5 Beneficial entitlement to Scheme Shares

- (a) Immediately from the time that Atha has satisfied its obligations under clause 6 pending registration by 92 Energy of Atha in the 92 Energy Share Register as the holder of all the Scheme Shares:
 - (i) Atha will be beneficially entitled to the Scheme Shares transferred to it under this Scheme; and
 - (ii) to the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Atha will, at the time of transfer to Atha, vest in Atha free from all:
 - (A) Encumbrances and interests of third parties of any kind, whether legal or otherwise; and
 - (B) restrictions on transfer of any kind.
- (b) To avoid doubt, notwithstanding clause 8.5(a)(i), to the extent that clause 6.10(a) applies to any Scheme Participant, Atha will be beneficially entitled to any Scheme Shares held by that Scheme Participant immediately upon compliance with clause 6.10 on the Implementation Date as if Atha had provided the Scheme Consideration to that Scheme Participant.

8.6 Appointment of Atha as agent, attorney and sole proxy in respect of Scheme Shares

Immediately from the time that Atha has satisfied its obligations under clause 6 pending registration by 92 Energy of Atha in the 92 Energy Share Register as the holder of all the Scheme Shares, each Scheme Participant, without the need for any further act by that Scheme Participant:

- (a) irrevocably appoints Atha as attorney and agent (and directs Atha in each capacity) to appoint any director, officer, secretary or agent nominated by Atha as its sole proxy and, where applicable, its corporate representative to attend shareholder meetings of 92 Energy, exercise the votes attached to the Scheme Shares registered in the name of the Scheme Participant and sign any shareholders resolution of 92 Energy (whether in person, by proxy or by corporate representative);
- (b) undertakes not to attend or vote at any such meetings or sign any such resolutions, whether in person, by proxy or by corporate representative other than pursuant to clause 8.6(a);
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Atha reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in this clause 8.6, any director, officer, secretary or agent nominated by Atha may act in the best interests of Atha as the intended registered holder of the Scheme Shares.

8.7 Withholding

If Atha is required by (i) Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) to pay amounts to the ATO or (ii) any other law to pay an amount to a Tax Authority on behalf of a 92 Energy Shareholder in respect of the acquisition of 92 Energy Shares from certain 92 Energy Shareholders, Atha:

- (a) is entitled to deduct the relevant amounts from the payment of the Scheme Consideration to those 92 Energy Shareholders and remit those amounts (or the cash proceeds, after deduction of all applicable fees, foreign exchange, stamp duty, brokerage and other selling costs, Taxes and charges of the Sale Agent reasonably incurred in connection with the sale of such New Atha Shares; provided that any such sale will be made at prevailing market prices and none of the Atha, 92 Energy, the Sale Agent, or their respective agents, as the case may be, shall be under any obligation to obtain a particular price, or indemnify any Scheme Participant or other person in respect of a particular price, for the New Atha Shares so sold) to the ATO;
- (b) will not be obliged to increase the aggregate sum paid to 92 Energy Shareholders by the amount of the deduction and the net aggregate sum payable to those 92 Energy Shareholders should be taken to be in full and final satisfaction of amounts owing to those 92 Energy Shareholders; and
- (c) must pay any amount to the relevant Tax Authority in the time permitted by law and, if requested in writing by the relevant 92 Energy Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the payment of such receipt or other evidence) to the relevant 92 Energy Shareholder.

8.8 Notices

- (a) Where a notice, transfer, transmission application or other communication referred to in this Scheme is sent by post to 92 Energy, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at 92 Energy's registered office or at the office of the 92 Energy Share Registry.
- (b) The accidental omission to give notice of the Scheme Meeting to any 92 Energy Shareholders, or the non-receipt of such a notice by any 92 Energy Shareholders, will not, unless ordered by the Court, invalidate this Scheme or the proceedings at the Scheme Meeting.

8.9 Alterations and conditions

If the Court proposes to approve this Scheme subject to any conditions or alterations under section 411(6) of the Corporations Act:

- (a) 92 Energy may, by its counsel on behalf of all persons concerned (including each Scheme Participant), consent to only such of those conditions or alterations to this Scheme; and
- (b) each Scheme Participant agrees to any such conditions or alterations which counsel for 92 Energy has consented to,

provided Atha has agreed to those conditions or alterations in writing.

8.10 Duty

Atha:

- (a) will pay or procure payment of all duty (including stamp duty) and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and

- (b) indemnifies each Scheme Participant against any liability arising from failure to comply with clause 8.10(a).

8.11 Limitation of liability

Each Scheme Participant agrees that none of 92 Energy or Atha nor any of their respective Representatives is liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

8.12 Governing Law

- (a) This Scheme is governed by and will be construed according to the laws of Western Australia.
- (b) Each party irrevocably:
 - (i) submits to the non-exclusive jurisdiction of the courts of Western Australia and of the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme; and
 - (ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if the venue of those proceedings fall within clause 8.12(b)(i).

Schedule 5

Deed Poll

Thomson Geer

Lawyers

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152-158 St Georges Terrace
Perth WA 6000 Australia

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Deed Poll

Atha Energy Corp.

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Details

Date

2023

By

Atha

Name

Atha Energy Corp.

Address

1250-1066 Hastings St. W,
Vancouver, British Columbia, V6E 3X1

Email

troy@athaenergy.com

Attention

Troy Boisjoli, Chief Executive Officer

In favour of and for the benefit of Each Scheme Participant

Background

- A 92 Energy and Atha have entered into the Scheme Implementation Deed.
- B The 92 Energy Directors have resolved to, and under the Scheme Implementation Deed 92 Energy has agreed that it will, propose and implement the Scheme in accordance with the Scheme Implementation Deed, pursuant to which, among other things and subject to certain conditions, Atha will acquire all of the Scheme Shares.
- C Under the Scheme Implementation Deed, Atha has agreed to take all steps reasonably necessary to assist 92 Energy in proposing and implementing the Scheme in accordance with the Scheme Implementation Deed.
- D Atha is entering into this Deed Poll for the purpose of covenanting in favour of the Scheme Participants to perform certain of its obligations under the Scheme Implementation Deed and the steps attributed to it under the Scheme.
- E The effect of the Scheme will be that the Scheme Shares, together with all rights and entitlements attaching to them, will be transferred to Atha in exchange for the Scheme Consideration and 92 Energy will become a wholly-owned Subsidiary of Atha on the Implementation Date.

Agreed terms

1 Definitions & Interpretation

1.1 Definitions

In this Deed Poll:

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between 92 Energy and Scheme Participants, the form of which is contained in the Scheme Implementation Deed as Schedule 4, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by 92 Energy and Atha.

1.2 Terms defined in Scheme Implementation Deed

Words and phrases defined in the Scheme Implementation Deed have the same meanings in this Deed Poll unless the context requires otherwise.

1.3 Interpretation

- (a) Clause 1.2 of the Scheme applies to the interpretation of this Deed Poll, except that references to 'this Scheme' in that clause are to be read as references to 'this Deed Poll'.
- (b) Clause headings in this Deed Poll do not affect the interpretation of this Deed Poll.

1.4 Time for performance

- (a) If the day on or by which a payment or an act is to be done under this Deed Poll is not a Business Day, that act must be done on the next Business Day.
- (b) In this Deed Poll, if a period occurs from, after or before a day or the day of an act or event, it excludes that day.
- (c) In this Deed Poll, a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (d) In this Deed Poll a reference to time is a reference to Perth, Australia time.

2 Nature of Deed Poll

Atha acknowledges and agrees that:

- (a) this Deed Poll may be relied on and enforced by any Scheme Participant in accordance with its terms, even though the Scheme Participants are not party to it; and
- (b) under the Scheme, each Scheme Participant irrevocably appoints 92 Energy and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this Deed Poll against Atha.

3 Condition

3.1 Condition

This Deed Poll and the obligations of Atha under this Deed Poll are subject to the Scheme becoming Effective.

3.2 Termination

The obligations of Atha under this Deed Poll to Scheme Participants will automatically terminate and the terms of this Deed Poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective on or before the End Date,

unless Atha and 92 Energy otherwise agree in writing (and, if required, as approved by the Court).

3.3 Consequences of Termination

If this Deed Poll is terminated under clause 3.2, then in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Atha is released from its obligations under this Deed Poll; and
- (b) each Scheme Participant retains the powers and remedies they have against Atha in respect of any breach of this Deed Poll that occurred before termination of this Deed Poll.

4 Scheme obligations

Subject to clause 3, Atha undertakes in favour of each Scheme Participant to:

- (a) provide, or procure the provision of, the Scheme Consideration to each Scheme Participant; and
- (b) undertake all other actions attributed to it under the Scheme and do all acts and things necessary or desirable on its part as if named as a party to the Scheme, to give full effect to the Scheme,

in each case, subject to and in accordance with the terms of the Scheme.

5 Warranties

Atha represents and warrants to each Scheme Participant that:

- (a) it is a company validly existing under the laws of its place of incorporation;
- (b) it has the corporate power and capacity to enter into and perform its obligations under this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (c) it has taken all necessary corporate action to authorise its entry into this Deed Poll and has taken or will take all necessary corporate action to authorise the performance of this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (d) this Deed Poll is its valid and binding obligation enforceable against it in accordance with its terms;
- (e) subject to the satisfaction of the conditions set out in the Scheme Implementation Deed and the Scheme, the execution and performance by it of this Deed Poll and each transaction contemplated by this Deed Poll did not and will not violate in any material respect a provision of:
 - (i) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound;
 - (ii) its constituting documents; or
 - (iii) any other document which is binding on it or its assets;
- (f) it is not subject to or affected by an Insolvency Event (as that term is defined in the Scheme Implementation Deed); and
- (g) the New Atha Shares which are to be issued to Scheme Shareholders in accordance with the Scheme will, as of the Implementation Date, be validly issued as fully paid and non-assessable Atha Shares and free from any mortgage, charge, lien, encumbrance or other security interest and will rank on their issue equally with all existing Atha Shares then on issue.

6 Continuing obligations

This Deed Poll is irrevocable and, subject to clause 3, remains in full force and effect until the earlier of:

- (a) Atha having fully performed its obligations under this Deed Poll; or
- (b) termination of this Deed Poll under clause 3.2.

7 Miscellaneous

7.1 Assignment

- (a) The rights and obligations of Atha and each Scheme Participant under this Deed Poll are personal. They cannot be assigned, charged or otherwise dealt with without the prior consent of Atha and 92 Energy.
- (b) Any purported dealing in contravention of clause 7.1(a) is invalid.

7.2 Cumulative rights

The rights, powers and remedies of Atha and the Scheme Participant under this Deed Poll are cumulative with the rights, powers or remedies provided by law independently of this Deed Poll.

7.3 Further assurances

Atha will, at its own expense, do all things reasonably required of it by law to give full effect to this Deed Poll and the transactions contemplated by it.

7.4 Governing law

- (a) This Deed Poll is governed by and will be construed according to the laws of Western Australia.
- (b) Atha irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and of the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed Poll.

7.5 Notices

Any notice, consent or other communication to Atha under or in connection with this Deed Poll:

- (a) is only effective if it is:
 - (i) in writing, legible and in English, signed by the party making the communication or by a person duly authorised by that party or, in the case of email, set out the full name and position or title of the duly authorised sender;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) sent to the address or email address referred to in the Details (or as otherwise notified by Atha to 92 Energy from time to time);
- (b) must be delivered or posted by prepaid post to the address or emailed to the email address of the addressee in accordance with clause 7.5; and
- (c) (if it complies with this clause 7.5) will be deemed to have been given:
 - (i) if delivered, on the date of delivery; or
 - (ii) if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another); or
 - (iii) if sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,

but if the notice or other communication would otherwise be taken to be received after 5:00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9:00am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

7.6 Duty

Atha:

- (a) must pay all duty (including stamp duty) and any related fines, penalties and interest in respect of the Scheme and this Deed Poll (including without limitation the acquisition or transfer of Scheme Shares pursuant to the Scheme), the performance of this Deed Poll and each transaction effected by or made under or pursuant to the Scheme and this Deed Poll; and
- (b) indemnifies each Scheme Participant against any liability arising from failure to comply with clause 7.6(a).

7.7 Variation

A provision of this Deed Poll may not be varied, altered or otherwise amended unless:

- (a) before the First Court Date, the variation, alteration or amendment is agreed to in writing by 92 Energy and Atha (which such agreement may be given or withheld without reference to or approval by any 92 Energy Shareholder); or
- (b) on or after the First Court Date, the variation, alteration or amendment is agreed to in writing by 92 Energy and Atha and is approved by the Court (which such agreement may be given or withheld without reference to or approval by any 92 Energy Shareholder),

in which event Atha will enter into a further deed poll in favour of each Scheme Participant giving effect to the variation, alteration or amendment.

7.8 Waiver

- (a) A provision of or right under this Deed Poll may not be waived except in writing signed by the person granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
 - (i) a right arising from a breach of this Deed Poll; or
 - (ii) a right, power, authority, discretion or remedy created or arising upon default under this Deed Poll,
 does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) Atha is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Deed Poll or on a default under this Deed Poll as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) Atha may not rely on any conduct of another person as a defence to the exercise of a right, power, authority, discretion or remedy by that other person.

7.9 Consent

Atha consents to 92 Energy producing this Deed Poll to the Court.

Executed and delivered as a deed poll

Executed by an authorised signatory of **Atha Energy Corp.:**

Signature of authorised person

Name of authorised person
BLOCK LETTERS

Schedule 6

92 Energy Tenements

No.	Disposition #	Type	Status	Holder	Nature of Interest
1.	MC00015186	Mineral Claim	Active	92 Energy Canada Limited	100%
2.	MC00015187	Mineral Claim	Active	92 Energy Canada Limited	100%
3.	MC00017606	Mineral Claim	Active	92 Energy Canada Limited	100%
4.	MC00017618	Mineral Claim	Active	92 Energy Canada Limited	100%
5.	MC00017621	Mineral Claim	Active	92 Energy Canada Limited	100%
6.	MC00013912*	Mineral Claim	Active	92 Energy Canada Limited	100%
7.	MC00016132	Mineral Claim	Active	92 Energy Canada Limited	100%
8.	MC00013900*	Mineral Claim	Active	92 Energy Canada Limited	100%
9.	MC00013908*	Mineral Claim	Active	92 Energy Canada Limited	100%
10.	MC00013904*	Mineral Claim	Active	92 Energy Canada Limited	100%
11.	MC00013909*	Mineral Claim	Active	92 Energy Canada Limited	100%
12.	MC00014480	Mineral Claim	Active	92 Energy Canada Limited	100%
13.	MC00014481	Mineral Claim	Active	92 Energy Canada Limited	100%
14.	MC00014482	Mineral Claim	Active	92 Energy Canada Limited	100%
15.	MC00014483	Mineral Claim	Active	92 Energy Canada Limited	100%
16.	MC00014484	Mineral Claim	Active	92 Energy Canada Limited	100%
17.	MC00014485	Mineral Claim	Active	92 Energy Canada Limited	100%
18.	MC00016153	Mineral Claim	Active	92 Energy Canada Limited	100%
19.	MC00015971	Mineral Claim	Active	92 Energy Canada Limited	100%
20.	MC00016779	Mineral Claim	Active	92 Energy Canada Limited	100%
21.	MC00016788	Mineral Claim	Active	92 Energy Canada Limited	100%
22.	MC00016827	Mineral Claim	Active	92 Energy Canada Limited	100%
23.	MC00016828	Mineral Claim	Active	92 Energy Canada Limited	100%
24.	MC00015028	Mineral Claim	Active	92 Energy Canada Limited	100%
25.	MC00015029	Mineral Claim	Active	92 Energy Canada Limited	100%
26.	MC00015030	Mineral Claim	Active	92 Energy Canada Limited	100%
27.	MC00015031	Mineral Claim	Active	92 Energy Canada Limited	100%

No.	Disposition #	Type	Status	Holder	Nature of Interest
28.	MC00015034	Mineral Claim	Active	92 Energy Canada Limited	100%
29.	MC00015035	Mineral Claim	Active	92 Energy Canada Limited	100%
30.	MC00015036	Mineral Claim	Active	92 Energy Canada Limited	100%
31.	MC00015967	Mineral Claim	Active	92 Energy Canada Limited	100%
32.	MC00017113	Mineral Claim	Active	92 Energy Canada Limited	100%
33.	MC00017358	Mineral Claim	Active	92 Energy Canada Limited	100%
34.	MC00017442	Mineral Claim	Active	92 Energy Canada Limited	100%
35.	MC00017474	Mineral Claim	Active	92 Energy Canada Limited	100%
36.	MC00015968	Mineral Claim	Active	92 Energy Canada Limited	100%
37.	MC00017143	Mineral Claim	Active	92 Energy Canada Limited	100%
38.	MC00015969	Mineral Claim	Active	92 Energy Canada Limited	100%
39.	MC00017140	Mineral Claim	Active	92 Energy Canada Limited	100%
40.	MC00017375	Mineral Claim	Active	92 Energy Canada Limited	100%
41.	MC00017451	Mineral Claim	Active	92 Energy Canada Limited	100%
42.	MC00015970	Mineral Claim	Active	92 Energy Canada Limited	100%
43.	MC00016371	Mineral Claim	Active	92 Energy Canada Limited	100%
44.	MC00017136	Mineral Claim	Active	92 Energy Canada Limited	100%
45.	MC00017355	Mineral Claim	Active	92 Energy Canada Limited	100%
46.	MC00017452	Mineral Claim	Active	92 Energy Canada Limited	100%
47.	MC00017147	Mineral Claim	Active	92 Energy Canada Limited	100%
48.	MC00017443	Mineral Claim	Active	92 Energy Canada Limited	100%
49.	MC00017444	Mineral Claim	Active	92 Energy Canada Limited	100%
50.	MC00017445	Mineral Claim	Active	92 Energy Canada Limited	100%
51.	MC00017653	Mineral Claim	Active	92 Energy Canada Limited	100%
52.	MC00017654	Mineral Claim	Active	92 Energy Canada Limited	100%
53.	MC00016769	Mineral Claim	Active	92 Energy Canada Limited	100%
54.	MC00017144	Mineral Claim	Active	92 Energy Canada Limited	100%
55.	MC00017369	Mineral Claim	Active	92 Energy Canada Limited	100%
56.	MC00017447	Mineral Claim	Active	92 Energy Canada Limited	100%
57.	MC00017448	Mineral Claim	Active	92 Energy Canada Limited	100%

No.	Disposition #	Type	Status	Holder	Nature of Interest
58.	MC00017480	Mineral Claim	Active	92 Energy Canada Limited	100%
59.	MC00017124	Mineral Claim	Active	92 Energy Canada Limited	100%
60.	MC00017374	Mineral Claim	Active	92 Energy Canada Limited	100%
61.	MC00017478	Mineral Claim	Active	92 Energy Canada Limited	100%

Note:

* Subject to a 2 per cent net smelter royalty granted to IsoEnergy pursuant to the IsoEnergy Heads of Agreement.

Schedule 7
Atha Tenements

Nunavut Portfolio

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103651	Mineral Claim	Active	Chris Brown	100
103714	Mineral Claim	Active	Chris Brown	100
103724	Mineral Claim	Active	Chris Brown	100
103749	Mineral Claim	Active	Chris Brown	100
103751	Mineral Claim	Active	Chris Brown	100
103753	Mineral Claim	Active	Chris Brown	100
103755	Mineral Claim	Active	Chris Brown	100
103756	Mineral Claim	Active	Chris Brown	100
103757	Mineral Claim	Active	Chris Brown	100
103759	Mineral Claim	Active	Chris Brown	100
103762	Mineral Claim	Active	Chris Brown	100
103764	Mineral Claim	Active	Chris Brown	100
103767	Mineral Claim	Active	Chris Brown	100
103768	Mineral Claim	Active	Chris Brown	100
103770	Mineral Claim	Active	Chris Brown	100
103774	Mineral Claim	Active	Chris Brown	100
103776	Mineral Claim	Active	Chris Brown	100
103777	Mineral Claim	Active	Chris Brown	100
103778	Mineral Claim	Active	Chris Brown	100
103780	Mineral Claim	Active	Chris Brown	100
103782	Mineral Claim	Active	Chris Brown	100
103785	Mineral Claim	Active	Chris Brown	100
103787	Mineral Claim	Active	Chris Brown	100
103790	Mineral Claim	Active	Chris Brown	100
103796	Mineral Claim	Active	Chris Brown	100
103797	Mineral Claim	Active	Chris Brown	100
103799	Mineral Claim	Active	Chris Brown	100
103542	Mineral Claim	Active	Chris Brown	100
103544	Mineral Claim	Active	Chris Brown	100
103557	Mineral Claim	Active	Chris Brown	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103534	Mineral Claim	Active	Chris Brown	100
103561	Mineral Claim	Active	Chris Brown	100
103562	Mineral Claim	Active	Chris Brown	100
103569	Mineral Claim	Active	Chris Brown	100
103573	Mineral Claim	Active	Chris Brown	100
103583	Mineral Claim	Active	Chris Brown	100
103588	Mineral Claim	Active	Chris Brown	100
103590	Mineral Claim	Active	Chris Brown	100
103592	Mineral Claim	Active	Chris Brown	100
103543	Mineral Claim	Active	Chris Brown	100
103546	Mineral Claim	Active	Chris Brown	100
103548	Mineral Claim	Active	Chris Brown	100
103549	Mineral Claim	Active	Chris Brown	100
103550	Mineral Claim	Active	Chris Brown	100
103551	Mineral Claim	Active	Chris Brown	100
103552	Mineral Claim	Active	Chris Brown	100
103553	Mineral Claim	Active	Chris Brown	100
103554	Mineral Claim	Active	Chris Brown	100
103555	Mineral Claim	Active	Chris Brown	100
103560	Mineral Claim	Active	Chris Brown	100
103563	Mineral Claim	Active	Chris Brown	100
103565	Mineral Claim	Active	Chris Brown	100
103566	Mineral Claim	Active	Chris Brown	100
103567	Mineral Claim	Active	Chris Brown	100
103571	Mineral Claim	Active	Chris Brown	100
103577	Mineral Claim	Active	Chris Brown	100
103584	Mineral Claim	Active	Chris Brown	100
103586	Mineral Claim	Active	Chris Brown	100
103591	Mineral Claim	Active	Chris Brown	100
103593	Mineral Claim	Active	Chris Brown	100
103594	Mineral Claim	Active	Chris Brown	100
103596	Mineral Claim	Active	Chris Brown	100
103649	Mineral Claim	Active	Chris Brown	100
103710	Mineral Claim	Active	Chris Brown	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103712	Mineral Claim	Active	Chris Brown	100
103717	Mineral Claim	Active	Chris Brown	100
103719	Mineral Claim	Active	Chris Brown	100
103720	Mineral Claim	Active	Chris Brown	100
103722	Mineral Claim	Active	Chris Brown	100
103725	Mineral Claim	Active	Chris Brown	100
103727	Mineral Claim	Active	Chris Brown	100
103743	Mineral Claim	Active	Chris Brown	100
103745	Mineral Claim	Active	Chris Brown	100
103746	Mineral Claim	Active	Chris Brown	100
103750	Mineral Claim	Active	Chris Brown	100
103754	Mineral Claim	Active	Chris Brown	100
103758	Mineral Claim	Active	Chris Brown	100
103765	Mineral Claim	Active	Chris Brown	100
103769	Mineral Claim	Active	Chris Brown	100
103772	Mineral Claim	Active	Chris Brown	100
103773	Mineral Claim	Active	Chris Brown	100
103775	Mineral Claim	Active	Chris Brown	100
103803	Mineral Claim	Active	Chris Brown	100
103804	Mineral Claim	Active	Chris Brown	100
103806	Mineral Claim	Active	Chris Brown	100
103808	Mineral Claim	Active	Chris Brown	100
103827	Mineral Claim	Active	Chris Brown	100
103845	Mineral Claim	Active	Chris Brown	100
103846	Mineral Claim	Active	Chris Brown	100
103847	Mineral Claim	Active	Chris Brown	100
103848	Mineral Claim	Active	Chris Brown	100
103852	Mineral Claim	Active	Chris Brown	100
103853	Mineral Claim	Active	Chris Brown	100
103855	Mineral Claim	Active	Chris Brown	100
103866	Mineral Claim	Active	Chris Brown	100
103878	Mineral Claim	Active	Chris Brown	100
103880	Mineral Claim	Active	Chris Brown	100
103882	Mineral Claim	Active	Chris Brown	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103887	Mineral Claim	Active	Chris Brown	100
103890	Mineral Claim	Active	Chris Brown	100
103914	Mineral Claim	Active	Chris Brown	100
103920	Mineral Claim	Active	Chris Brown	100
103922	Mineral Claim	Active	Chris Brown	100
103927	Mineral Claim	Active	Chris Brown	100
103788	Mineral Claim	Active	Chris Brown	100
103801	Mineral Claim	Active	Chris Brown	100
103802	Mineral Claim	Active	Chris Brown	100
103807	Mineral Claim	Active	Chris Brown	100
103809	Mineral Claim	Active	Chris Brown	100
103811	Mineral Claim	Active	Chris Brown	100
103814	Mineral Claim	Active	Chris Brown	100
103816	Mineral Claim	Active	Chris Brown	100
103818	Mineral Claim	Active	Chris Brown	100
103819	Mineral Claim	Active	Chris Brown	100
103825	Mineral Claim	Active	Chris Brown	100
103830	Mineral Claim	Active	Chris Brown	100
103832	Mineral Claim	Active	Chris Brown	100
103849	Mineral Claim	Active	Chris Brown	100
103854	Mineral Claim	Active	Chris Brown	100
103867	Mineral Claim	Active	Chris Brown	100
103868	Mineral Claim	Active	Chris Brown	100
103872	Mineral Claim	Active	Chris Brown	100
103874	Mineral Claim	Active	Chris Brown	100
103876	Mineral Claim	Active	Chris Brown	100
103881	Mineral Claim	Active	Chris Brown	100
103883	Mineral Claim	Active	Chris Brown	100
103885	Mineral Claim	Active	Chris Brown	100
103888	Mineral Claim	Active	Chris Brown	100
103891	Mineral Claim	Active	Chris Brown	100
103894	Mineral Claim	Active	Chris Brown	100
103897	Mineral Claim	Active	Chris Brown	100
103918	Mineral Claim	Active	Chris Brown	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103924	Mineral Claim	Active	Chris Brown	100
103926	Mineral Claim	Active	Chris Brown	100
103931	Mineral Claim	Active	Chris Brown	100
103779	Mineral Claim	Active	Chris Brown	100
103781	Mineral Claim	Active	Chris Brown	100
103783	Mineral Claim	Active	Chris Brown	100
103784	Mineral Claim	Active	Chris Brown	100
103786	Mineral Claim	Active	Chris Brown	100
103789	Mineral Claim	Active	Chris Brown	100
103791	Mineral Claim	Active	Chris Brown	100
103792	Mineral Claim	Active	Chris Brown	100
103793	Mineral Claim	Active	Chris Brown	100
103794	Mineral Claim	Active	Chris Brown	100
103795	Mineral Claim	Active	Chris Brown	100
103798	Mineral Claim	Active	Chris Brown	100
103800	Mineral Claim	Active	Chris Brown	100
103530	Mineral Claim	Active	Chris Brown	100
103532	Mineral Claim	Active	Chris Brown	100
103541	Mineral Claim	Active	Chris Brown	100
103545	Mineral Claim	Active	Chris Brown	100
103547	Mineral Claim	Active	Chris Brown	100
103556	Mineral Claim	Active	Chris Brown	100
103558	Mineral Claim	Active	Chris Brown	100
103564	Mineral Claim	Active	Chris Brown	100
103568	Mineral Claim	Active	Chris Brown	100
103570	Mineral Claim	Active	Chris Brown	100
103572	Mineral Claim	Active	Chris Brown	100
103574	Mineral Claim	Active	Chris Brown	100
103575	Mineral Claim	Active	Chris Brown	100
103581	Mineral Claim	Active	Chris Brown	100
103598	Mineral Claim	Active	Chris Brown	100
103600	Mineral Claim	Active	Chris Brown	100
103650	Mineral Claim	Active	Chris Brown	100
103742	Mineral Claim	Active	Chris Brown	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103744	Mineral Claim	Active	Chris Brown	100
103747	Mineral Claim	Active	Chris Brown	100
103748	Mineral Claim	Active	Chris Brown	100
103752	Mineral Claim	Active	Chris Brown	100
103760	Mineral Claim	Active	Chris Brown	100
103761	Mineral Claim	Active	Chris Brown	100
103763	Mineral Claim	Active	Chris Brown	100
103766	Mineral Claim	Active	Chris Brown	100
103771	Mineral Claim	Active	Chris Brown	100
103805	Mineral Claim	Active	Chris Brown	100
103810	Mineral Claim	Active	Chris Brown	100
103812	Mineral Claim	Active	Chris Brown	100
103821	Mineral Claim	Active	Chris Brown	100
103823	Mineral Claim	Active	Chris Brown	100
103828	Mineral Claim	Active	Chris Brown	100
103850	Mineral Claim	Active	Chris Brown	100
103851	Mineral Claim	Active	Chris Brown	100
103864	Mineral Claim	Active	Chris Brown	100
103865	Mineral Claim	Active	Chris Brown	100
103869	Mineral Claim	Active	Chris Brown	100
103870	Mineral Claim	Active	Chris Brown	100
103871	Mineral Claim	Active	Chris Brown	100
103873	Mineral Claim	Active	Chris Brown	100
103875	Mineral Claim	Active	Chris Brown	100
103877	Mineral Claim	Active	Chris Brown	100
103879	Mineral Claim	Active	Chris Brown	100
103884	Mineral Claim	Active	Chris Brown	100
103889	Mineral Claim	Active	Chris Brown	100
103892	Mineral Claim	Active	Chris Brown	100
103893	Mineral Claim	Active	Chris Brown	100
103895	Mineral Claim	Active	Chris Brown	100
103896	Mineral Claim	Active	Chris Brown	100
103916	Mineral Claim	Active	Chris Brown	100
103661	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103662	Mineral Claim	Active	Doug Adams	100
103663	Mineral Claim	Active	Doug Adams	100
103665	Mineral Claim	Active	Doug Adams	100
103680	Mineral Claim	Active	Doug Adams	100
103683	Mineral Claim	Active	Doug Adams	100
103686	Mineral Claim	Active	Doug Adams	100
103688	Mineral Claim	Active	Doug Adams	100
103693	Mineral Claim	Active	Doug Adams	100
103695	Mineral Claim	Active	Doug Adams	100
103700	Mineral Claim	Active	Doug Adams	100
103711	Mineral Claim	Active	Doug Adams	100
103713	Mineral Claim	Active	Doug Adams	100
103716	Mineral Claim	Active	Doug Adams	100
103723	Mineral Claim	Active	Doug Adams	100
103726	Mineral Claim	Active	Doug Adams	100
103729	Mineral Claim	Active	Doug Adams	100
103730	Mineral Claim	Active	Doug Adams	100
103736	Mineral Claim	Active	Doug Adams	100
103741	Mineral Claim	Active	Doug Adams	100
103536	Mineral Claim	Active	Doug Adams	100
103537	Mineral Claim	Active	Doug Adams	100
103576	Mineral Claim	Active	Doug Adams	100
103578	Mineral Claim	Active	Doug Adams	100
103582	Mineral Claim	Active	Doug Adams	100
103587	Mineral Claim	Active	Doug Adams	100
103599	Mineral Claim	Active	Doug Adams	100
103602	Mineral Claim	Active	Doug Adams	100
103607	Mineral Claim	Active	Doug Adams	100
103609	Mineral Claim	Active	Doug Adams	100
103617	Mineral Claim	Active	Doug Adams	100
103619	Mineral Claim	Active	Doug Adams	100
103140	Mineral Claim	Active	Doug Adams	100
103143	Mineral Claim	Active	Doug Adams	100
103147	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103148	Mineral Claim	Active	Doug Adams	100
103152	Mineral Claim	Active	Doug Adams	100
103160	Mineral Claim	Active	Doug Adams	100
103162	Mineral Claim	Active	Doug Adams	100
103164	Mineral Claim	Active	Doug Adams	100
103165	Mineral Claim	Active	Doug Adams	100
103166	Mineral Claim	Active	Doug Adams	100
103170	Mineral Claim	Active	Doug Adams	100
103175	Mineral Claim	Active	Doug Adams	100
103177	Mineral Claim	Active	Doug Adams	100
103181	Mineral Claim	Active	Doug Adams	100
103186	Mineral Claim	Active	Doug Adams	100
103188	Mineral Claim	Active	Doug Adams	100
103189	Mineral Claim	Active	Doug Adams	100
103190	Mineral Claim	Active	Doug Adams	100
103191	Mineral Claim	Active	Doug Adams	100
103193	Mineral Claim	Active	Doug Adams	100
103199	Mineral Claim	Active	Doug Adams	100
103200	Mineral Claim	Active	Doug Adams	100
103203	Mineral Claim	Active	Doug Adams	100
103204	Mineral Claim	Active	Doug Adams	100
103206	Mineral Claim	Active	Doug Adams	100
103215	Mineral Claim	Active	Doug Adams	100
103220	Mineral Claim	Active	Doug Adams	100
103221	Mineral Claim	Active	Doug Adams	100
103230	Mineral Claim	Active	Doug Adams	100
103231	Mineral Claim	Active	Doug Adams	100
103238	Mineral Claim	Active	Doug Adams	100
103240	Mineral Claim	Active	Doug Adams	100
103244	Mineral Claim	Active	Doug Adams	100
103248	Mineral Claim	Active	Doug Adams	100
103264	Mineral Claim	Active	Doug Adams	100
103267	Mineral Claim	Active	Doug Adams	100
103280	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103292	Mineral Claim	Active	Doug Adams	100
103295	Mineral Claim	Active	Doug Adams	100
103304	Mineral Claim	Active	Doug Adams	100
103310	Mineral Claim	Active	Doug Adams	100
103311	Mineral Claim	Active	Doug Adams	100
103315	Mineral Claim	Active	Doug Adams	100
103334	Mineral Claim	Active	Doug Adams	100
103336	Mineral Claim	Active	Doug Adams	100
103344	Mineral Claim	Active	Doug Adams	100
103347	Mineral Claim	Active	Doug Adams	100
103351	Mineral Claim	Active	Doug Adams	100
103355	Mineral Claim	Active	Doug Adams	100
103361	Mineral Claim	Active	Doug Adams	100
103363	Mineral Claim	Active	Doug Adams	100
103364	Mineral Claim	Active	Doug Adams	100
103367	Mineral Claim	Active	Doug Adams	100
103374	Mineral Claim	Active	Doug Adams	100
103379	Mineral Claim	Active	Doug Adams	100
103381	Mineral Claim	Active	Doug Adams	100
103383	Mineral Claim	Active	Doug Adams	100
103386	Mineral Claim	Active	Doug Adams	100
103391	Mineral Claim	Active	Doug Adams	100
103392	Mineral Claim	Active	Doug Adams	100
103395	Mineral Claim	Active	Doug Adams	100
103396	Mineral Claim	Active	Doug Adams	100
103404	Mineral Claim	Active	Doug Adams	100
103407	Mineral Claim	Active	Doug Adams	100
103417	Mineral Claim	Active	Doug Adams	100
103419	Mineral Claim	Active	Doug Adams	100
103471	Mineral Claim	Active	Doug Adams	100
103533	Mineral Claim	Active	Doug Adams	100
103535	Mineral Claim	Active	Doug Adams	100
103539	Mineral Claim	Active	Doug Adams	100
103589	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103604	Mineral Claim	Active	Doug Adams	100
103608	Mineral Claim	Active	Doug Adams	100
103610	Mineral Claim	Active	Doug Adams	100
103611	Mineral Claim	Active	Doug Adams	100
103613	Mineral Claim	Active	Doug Adams	100
103615	Mineral Claim	Active	Doug Adams	100
103653	Mineral Claim	Active	Doug Adams	100
103655	Mineral Claim	Active	Doug Adams	100
103658	Mineral Claim	Active	Doug Adams	100
103659	Mineral Claim	Active	Doug Adams	100
103660	Mineral Claim	Active	Doug Adams	100
103668	Mineral Claim	Active	Doug Adams	100
103670	Mineral Claim	Active	Doug Adams	100
103672	Mineral Claim	Active	Doug Adams	100
103674	Mineral Claim	Active	Doug Adams	100
103675	Mineral Claim	Active	Doug Adams	100
103677	Mineral Claim	Active	Doug Adams	100
103678	Mineral Claim	Active	Doug Adams	100
103682	Mineral Claim	Active	Doug Adams	100
103685	Mineral Claim	Active	Doug Adams	100
103687	Mineral Claim	Active	Doug Adams	100
103691	Mineral Claim	Active	Doug Adams	100
103694	Mineral Claim	Active	Doug Adams	100
103696	Mineral Claim	Active	Doug Adams	100
103697	Mineral Claim	Active	Doug Adams	100
103698	Mineral Claim	Active	Doug Adams	100
103702	Mineral Claim	Active	Doug Adams	100
103703	Mineral Claim	Active	Doug Adams	100
103704	Mineral Claim	Active	Doug Adams	100
103705	Mineral Claim	Active	Doug Adams	100
103707	Mineral Claim	Active	Doug Adams	100
103709	Mineral Claim	Active	Doug Adams	100
103728	Mineral Claim	Active	Doug Adams	100
103428	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103440	Mineral Claim	Active	Doug Adams	100
103449	Mineral Claim	Active	Doug Adams	100
103718	Mineral Claim	Active	Doug Adams	100
103721	Mineral Claim	Active	Doug Adams	100
103733	Mineral Claim	Active	Doug Adams	100
103734	Mineral Claim	Active	Doug Adams	100
103735	Mineral Claim	Active	Doug Adams	100
103738	Mineral Claim	Active	Doug Adams	100
103739	Mineral Claim	Active	Doug Adams	100
103740	Mineral Claim	Active	Doug Adams	100
103820	Mineral Claim	Active	Doug Adams	100
103826	Mineral Claim	Active	Doug Adams	100
103835	Mineral Claim	Active	Doug Adams	100
103841	Mineral Claim	Active	Doug Adams	100
103856	Mineral Claim	Active	Doug Adams	100
103860	Mineral Claim	Active	Doug Adams	100
103862	Mineral Claim	Active	Doug Adams	100
103901	Mineral Claim	Active	Doug Adams	100
103906	Mineral Claim	Active	Doug Adams	100
103913	Mineral Claim	Active	Doug Adams	100
103921	Mineral Claim	Active	Doug Adams	100
103923	Mineral Claim	Active	Doug Adams	100
103929	Mineral Claim	Active	Doug Adams	100
103815	Mineral Claim	Active	Doug Adams	100
103817	Mineral Claim	Active	Doug Adams	100
103829	Mineral Claim	Active	Doug Adams	100
103834	Mineral Claim	Active	Doug Adams	100
103836	Mineral Claim	Active	Doug Adams	100
103842	Mineral Claim	Active	Doug Adams	100
103857	Mineral Claim	Active	Doug Adams	100
103861	Mineral Claim	Active	Doug Adams	100
103898	Mineral Claim	Active	Doug Adams	100
103899	Mineral Claim	Active	Doug Adams	100
103900	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103904	Mineral Claim	Active	Doug Adams	100
103907	Mineral Claim	Active	Doug Adams	100
103908	Mineral Claim	Active	Doug Adams	100
103909	Mineral Claim	Active	Doug Adams	100
103910	Mineral Claim	Active	Doug Adams	100
103912	Mineral Claim	Active	Doug Adams	100
103919	Mineral Claim	Active	Doug Adams	100
103925	Mineral Claim	Active	Doug Adams	100
103930	Mineral Claim	Active	Doug Adams	100
103136	Mineral Claim	Active	Doug Adams	100
103138	Mineral Claim	Active	Doug Adams	100
103139	Mineral Claim	Active	Doug Adams	100
103145	Mineral Claim	Active	Doug Adams	100
103146	Mineral Claim	Active	Doug Adams	100
103149	Mineral Claim	Active	Doug Adams	100
103151	Mineral Claim	Active	Doug Adams	100
103154	Mineral Claim	Active	Doug Adams	100
103159	Mineral Claim	Active	Doug Adams	100
103171	Mineral Claim	Active	Doug Adams	100
103173	Mineral Claim	Active	Doug Adams	100
103187	Mineral Claim	Active	Doug Adams	100
103194	Mineral Claim	Active	Doug Adams	100
103197	Mineral Claim	Active	Doug Adams	100
103202	Mineral Claim	Active	Doug Adams	100
103209	Mineral Claim	Active	Doug Adams	100
103210	Mineral Claim	Active	Doug Adams	100
103213	Mineral Claim	Active	Doug Adams	100
103214	Mineral Claim	Active	Doug Adams	100
103216	Mineral Claim	Active	Doug Adams	100
103222	Mineral Claim	Active	Doug Adams	100
103225	Mineral Claim	Active	Doug Adams	100
103227	Mineral Claim	Active	Doug Adams	100
103228	Mineral Claim	Active	Doug Adams	100
103250	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103252	Mineral Claim	Active	Doug Adams	100
103255	Mineral Claim	Active	Doug Adams	100
103258	Mineral Claim	Active	Doug Adams	100
103260	Mineral Claim	Active	Doug Adams	100
103262	Mineral Claim	Active	Doug Adams	100
103270	Mineral Claim	Active	Doug Adams	100
103272	Mineral Claim	Active	Doug Adams	100
103273	Mineral Claim	Active	Doug Adams	100
103274	Mineral Claim	Active	Doug Adams	100
103276	Mineral Claim	Active	Doug Adams	100
103283	Mineral Claim	Active	Doug Adams	100
103291	Mineral Claim	Active	Doug Adams	100
103305	Mineral Claim	Active	Doug Adams	100
103307	Mineral Claim	Active	Doug Adams	100
103309	Mineral Claim	Active	Doug Adams	100
103317	Mineral Claim	Active	Doug Adams	100
103318	Mineral Claim	Active	Doug Adams	100
103342	Mineral Claim	Active	Doug Adams	100
103345	Mineral Claim	Active	Doug Adams	100
103353	Mineral Claim	Active	Doug Adams	100
103387	Mineral Claim	Active	Doug Adams	100
103400	Mineral Claim	Active	Doug Adams	100
103409	Mineral Claim	Active	Doug Adams	100
103410	Mineral Claim	Active	Doug Adams	100
103416	Mineral Claim	Active	Doug Adams	100
103420	Mineral Claim	Active	Doug Adams	100
103422	Mineral Claim	Active	Doug Adams	100
103438	Mineral Claim	Active	Doug Adams	100
103442	Mineral Claim	Active	Doug Adams	100
103444	Mineral Claim	Active	Doug Adams	100
103446	Mineral Claim	Active	Doug Adams	100
103447	Mineral Claim	Active	Doug Adams	100
103451	Mineral Claim	Active	Doug Adams	100
103460	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103461	Mineral Claim	Active	Doug Adams	100
103466	Mineral Claim	Active	Doug Adams	100
103469	Mineral Claim	Active	Doug Adams	100
103141	Mineral Claim	Active	Doug Adams	100
103142	Mineral Claim	Active	Doug Adams	100
103144	Mineral Claim	Active	Doug Adams	100
103150	Mineral Claim	Active	Doug Adams	100
103155	Mineral Claim	Active	Doug Adams	100
103156	Mineral Claim	Active	Doug Adams	100
103157	Mineral Claim	Active	Doug Adams	100
103161	Mineral Claim	Active	Doug Adams	100
103168	Mineral Claim	Active	Doug Adams	100
103169	Mineral Claim	Active	Doug Adams	100
103174	Mineral Claim	Active	Doug Adams	100
103178	Mineral Claim	Active	Doug Adams	100
103180	Mineral Claim	Active	Doug Adams	100
103183	Mineral Claim	Active	Doug Adams	100
103184	Mineral Claim	Active	Doug Adams	100
103185	Mineral Claim	Active	Doug Adams	100
103196	Mineral Claim	Active	Doug Adams	100
103207	Mineral Claim	Active	Doug Adams	100
103212	Mineral Claim	Active	Doug Adams	100
103218	Mineral Claim	Active	Doug Adams	100
103224	Mineral Claim	Active	Doug Adams	100
103232	Mineral Claim	Active	Doug Adams	100
103234	Mineral Claim	Active	Doug Adams	100
103236	Mineral Claim	Active	Doug Adams	100
103237	Mineral Claim	Active	Doug Adams	100
103239	Mineral Claim	Active	Doug Adams	100
103242	Mineral Claim	Active	Doug Adams	100
103243	Mineral Claim	Active	Doug Adams	100
103245	Mineral Claim	Active	Doug Adams	100
103246	Mineral Claim	Active	Doug Adams	100
103251	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103254	Mineral Claim	Active	Doug Adams	100
103257	Mineral Claim	Active	Doug Adams	100
103263	Mineral Claim	Active	Doug Adams	100
103265	Mineral Claim	Active	Doug Adams	100
103271	Mineral Claim	Active	Doug Adams	100
103277	Mineral Claim	Active	Doug Adams	100
103279	Mineral Claim	Active	Doug Adams	100
103282	Mineral Claim	Active	Doug Adams	100
103286	Mineral Claim	Active	Doug Adams	100
103287	Mineral Claim	Active	Doug Adams	100
103288	Mineral Claim	Active	Doug Adams	100
103290	Mineral Claim	Active	Doug Adams	100
103296	Mineral Claim	Active	Doug Adams	100
103297	Mineral Claim	Active	Doug Adams	100
103298	Mineral Claim	Active	Doug Adams	100
103299	Mineral Claim	Active	Doug Adams	100
103301	Mineral Claim	Active	Doug Adams	100
103302	Mineral Claim	Active	Doug Adams	100
103308	Mineral Claim	Active	Doug Adams	100
103312	Mineral Claim	Active	Doug Adams	100
103313	Mineral Claim	Active	Doug Adams	100
103320	Mineral Claim	Active	Doug Adams	100
103322	Mineral Claim	Active	Doug Adams	100
103323	Mineral Claim	Active	Doug Adams	100
103325	Mineral Claim	Active	Doug Adams	100
103327	Mineral Claim	Active	Doug Adams	100
103337	Mineral Claim	Active	Doug Adams	100
103339	Mineral Claim	Active	Doug Adams	100
103340	Mineral Claim	Active	Doug Adams	100
103346	Mineral Claim	Active	Doug Adams	100
103348	Mineral Claim	Active	Doug Adams	100
103349	Mineral Claim	Active	Doug Adams	100
103352	Mineral Claim	Active	Doug Adams	100
103356	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103358	Mineral Claim	Active	Doug Adams	100
103360	Mineral Claim	Active	Doug Adams	100
103366	Mineral Claim	Active	Doug Adams	100
103368	Mineral Claim	Active	Doug Adams	100
103370	Mineral Claim	Active	Doug Adams	100
103371	Mineral Claim	Active	Doug Adams	100
103375	Mineral Claim	Active	Doug Adams	100
103376	Mineral Claim	Active	Doug Adams	100
103378	Mineral Claim	Active	Doug Adams	100
103385	Mineral Claim	Active	Doug Adams	100
103389	Mineral Claim	Active	Doug Adams	100
103390	Mineral Claim	Active	Doug Adams	100
103394	Mineral Claim	Active	Doug Adams	100
103398	Mineral Claim	Active	Doug Adams	100
103399	Mineral Claim	Active	Doug Adams	100
103402	Mineral Claim	Active	Doug Adams	100
103403	Mineral Claim	Active	Doug Adams	100
103406	Mineral Claim	Active	Doug Adams	100
103411	Mineral Claim	Active	Doug Adams	100
103412	Mineral Claim	Active	Doug Adams	100
103415	Mineral Claim	Active	Doug Adams	100
103423	Mineral Claim	Active	Doug Adams	100
103425	Mineral Claim	Active	Doug Adams	100
103426	Mineral Claim	Active	Doug Adams	100
103430	Mineral Claim	Active	Doug Adams	100
103431	Mineral Claim	Active	Doug Adams	100
103433	Mineral Claim	Active	Doug Adams	100
103436	Mineral Claim	Active	Doug Adams	100
103455	Mineral Claim	Active	Doug Adams	100
103462	Mineral Claim	Active	Doug Adams	100
103464	Mineral Claim	Active	Doug Adams	100
103467	Mineral Claim	Active	Doug Adams	100
103472	Mineral Claim	Active	Doug Adams	100
103474	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103476	Mineral Claim	Active	Doug Adams	100
103408	Mineral Claim	Active	Doug Adams	100
103405	Mineral Claim	Active	Doug Adams	100
103401	Mineral Claim	Active	Doug Adams	100
103397	Mineral Claim	Active	Doug Adams	100
103393	Mineral Claim	Active	Doug Adams	100
103388	Mineral Claim	Active	Doug Adams	100
103384	Mineral Claim	Active	Doug Adams	100
103382	Mineral Claim	Active	Doug Adams	100
103380	Mineral Claim	Active	Doug Adams	100
103377	Mineral Claim	Active	Doug Adams	100
103373	Mineral Claim	Active	Doug Adams	100
103372	Mineral Claim	Active	Doug Adams	100
103369	Mineral Claim	Active	Doug Adams	100
103365	Mineral Claim	Active	Doug Adams	100
103362	Mineral Claim	Active	Doug Adams	100
103359	Mineral Claim	Active	Doug Adams	100
103357	Mineral Claim	Active	Doug Adams	100
103354	Mineral Claim	Active	Doug Adams	100
103350	Mineral Claim	Active	Doug Adams	100
103343	Mineral Claim	Active	Doug Adams	100
103341	Mineral Claim	Active	Doug Adams	100
103338	Mineral Claim	Active	Doug Adams	100
103335	Mineral Claim	Active	Doug Adams	100
103333	Mineral Claim	Active	Doug Adams	100
103332	Mineral Claim	Active	Doug Adams	100
103331	Mineral Claim	Active	Doug Adams	100
103330	Mineral Claim	Active	Doug Adams	100
103329	Mineral Claim	Active	Doug Adams	100
103328	Mineral Claim	Active	Doug Adams	100
103326	Mineral Claim	Active	Doug Adams	100
103324	Mineral Claim	Active	Doug Adams	100
103321	Mineral Claim	Active	Doug Adams	100
103319	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103316	Mineral Claim	Active	Doug Adams	100
103314	Mineral Claim	Active	Doug Adams	100
103306	Mineral Claim	Active	Doug Adams	100
103303	Mineral Claim	Active	Doug Adams	100
103300	Mineral Claim	Active	Doug Adams	100
103294	Mineral Claim	Active	Doug Adams	100
103293	Mineral Claim	Active	Doug Adams	100
103289	Mineral Claim	Active	Doug Adams	100
103285	Mineral Claim	Active	Doug Adams	100
103284	Mineral Claim	Active	Doug Adams	100
103281	Mineral Claim	Active	Doug Adams	100
103278	Mineral Claim	Active	Doug Adams	100
103275	Mineral Claim	Active	Doug Adams	100
103269	Mineral Claim	Active	Doug Adams	100
103268	Mineral Claim	Active	Doug Adams	100
103266	Mineral Claim	Active	Doug Adams	100
103261	Mineral Claim	Active	Doug Adams	100
103259	Mineral Claim	Active	Doug Adams	100
103256	Mineral Claim	Active	Doug Adams	100
103253	Mineral Claim	Active	Doug Adams	100
103249	Mineral Claim	Active	Doug Adams	100
103247	Mineral Claim	Active	Doug Adams	100
103241	Mineral Claim	Active	Doug Adams	100
103235	Mineral Claim	Active	Doug Adams	100
103233	Mineral Claim	Active	Doug Adams	100
103229	Mineral Claim	Active	Doug Adams	100
103226	Mineral Claim	Active	Doug Adams	100
103223	Mineral Claim	Active	Doug Adams	100
103219	Mineral Claim	Active	Doug Adams	100
103217	Mineral Claim	Active	Doug Adams	100
103211	Mineral Claim	Active	Doug Adams	100
103208	Mineral Claim	Active	Doug Adams	100
103205	Mineral Claim	Active	Doug Adams	100
103201	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103198	Mineral Claim	Active	Doug Adams	100
103195	Mineral Claim	Active	Doug Adams	100
103192	Mineral Claim	Active	Doug Adams	100
103182	Mineral Claim	Active	Doug Adams	100
103179	Mineral Claim	Active	Doug Adams	100
103176	Mineral Claim	Active	Doug Adams	100
103172	Mineral Claim	Active	Doug Adams	100
103167	Mineral Claim	Active	Doug Adams	100
103163	Mineral Claim	Active	Doug Adams	100
103158	Mineral Claim	Active	Doug Adams	100
103153	Mineral Claim	Active	Doug Adams	100
103137	Mineral Claim	Active	Doug Adams	100
103459	Mineral Claim	Active	Doug Adams	100
103458	Mineral Claim	Active	Doug Adams	100
103457	Mineral Claim	Active	Doug Adams	100
103456	Mineral Claim	Active	Doug Adams	100
103454	Mineral Claim	Active	Doug Adams	100
103453	Mineral Claim	Active	Doug Adams	100
103452	Mineral Claim	Active	Doug Adams	100
103450	Mineral Claim	Active	Doug Adams	100
103448	Mineral Claim	Active	Doug Adams	100
103445	Mineral Claim	Active	Doug Adams	100
103443	Mineral Claim	Active	Doug Adams	100
103441	Mineral Claim	Active	Doug Adams	100
103439	Mineral Claim	Active	Doug Adams	100
103437	Mineral Claim	Active	Doug Adams	100
103435	Mineral Claim	Active	Doug Adams	100
103434	Mineral Claim	Active	Doug Adams	100
103432	Mineral Claim	Active	Doug Adams	100
103429	Mineral Claim	Active	Doug Adams	100
103427	Mineral Claim	Active	Doug Adams	100
103424	Mineral Claim	Active	Doug Adams	100
103421	Mineral Claim	Active	Doug Adams	100
103418	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103414	Mineral Claim	Active	Doug Adams	100
103413	Mineral Claim	Active	Doug Adams	100
103531	Mineral Claim	Active	Doug Adams	100
103538	Mineral Claim	Active	Doug Adams	100
103540	Mineral Claim	Active	Doug Adams	100
103559	Mineral Claim	Active	Doug Adams	100
103579	Mineral Claim	Active	Doug Adams	100
103580	Mineral Claim	Active	Doug Adams	100
103585	Mineral Claim	Active	Doug Adams	100
103595	Mineral Claim	Active	Doug Adams	100
103597	Mineral Claim	Active	Doug Adams	100
103601	Mineral Claim	Active	Doug Adams	100
103603	Mineral Claim	Active	Doug Adams	100
103605	Mineral Claim	Active	Doug Adams	100
103606	Mineral Claim	Active	Doug Adams	100
103612	Mineral Claim	Active	Doug Adams	100
103614	Mineral Claim	Active	Doug Adams	100
103616	Mineral Claim	Active	Doug Adams	100
103618	Mineral Claim	Active	Doug Adams	100
103652	Mineral Claim	Active	Doug Adams	100
103654	Mineral Claim	Active	Doug Adams	100
103656	Mineral Claim	Active	Doug Adams	100
103657	Mineral Claim	Active	Doug Adams	100
103664	Mineral Claim	Active	Doug Adams	100
103666	Mineral Claim	Active	Doug Adams	100
103667	Mineral Claim	Active	Doug Adams	100
103669	Mineral Claim	Active	Doug Adams	100
103671	Mineral Claim	Active	Doug Adams	100
103673	Mineral Claim	Active	Doug Adams	100
103676	Mineral Claim	Active	Doug Adams	100
103679	Mineral Claim	Active	Doug Adams	100
103681	Mineral Claim	Active	Doug Adams	100
103684	Mineral Claim	Active	Doug Adams	100
103689	Mineral Claim	Active	Doug Adams	100

Claim/ Leases/ Permit Number	Type	Status	Owner	Percentage
103690	Mineral Claim	Active	Doug Adams	100
103692	Mineral Claim	Active	Doug Adams	100
103699	Mineral Claim	Active	Doug Adams	100
103701	Mineral Claim	Active	Doug Adams	100
103706	Mineral Claim	Active	Doug Adams	100
103708	Mineral Claim	Active	Doug Adams	100
103715	Mineral Claim	Active	Doug Adams	100
103731	Mineral Claim	Active	Doug Adams	100
103732	Mineral Claim	Active	Doug Adams	100
103737	Mineral Claim	Active	Doug Adams	100
103813	Mineral Claim	Active	Doug Adams	100
103822	Mineral Claim	Active	Doug Adams	100
103824	Mineral Claim	Active	Doug Adams	100
103831	Mineral Claim	Active	Doug Adams	100
103833	Mineral Claim	Active	Doug Adams	100
103837	Mineral Claim	Active	Doug Adams	100
103838	Mineral Claim	Active	Doug Adams	100
103839	Mineral Claim	Active	Doug Adams	100
103840	Mineral Claim	Active	Doug Adams	100
103843	Mineral Claim	Active	Doug Adams	100
103844	Mineral Claim	Active	Doug Adams	100
103858	Mineral Claim	Active	Doug Adams	100
103859	Mineral Claim	Active	Doug Adams	100
103863	Mineral Claim	Active	Doug Adams	100
103902	Mineral Claim	Active	Doug Adams	100
103903	Mineral Claim	Active	Doug Adams	100
103905	Mineral Claim	Active	Doug Adams	100
103911	Mineral Claim	Active	Doug Adams	100
103915	Mineral Claim	Active	Doug Adams	100
103917	Mineral Claim	Active	Doug Adams	100
103928	Mineral Claim	Active	Doug Adams	100

Saskatchewan Portfolio

Disposition #	Type	Status	Owners	Percentage
S-111860	Surface Lease	Active	Atha Energy Corp.: 100.000%	100%
S-108354	Surface Lease	Active	Atha Energy Corp.: 100.000%	100%
S-111699	Surface Lease	Active	Atha Energy Corp.: 100.000%	100%
S-108079	Surface Lease	Active	Atha Energy Corp.: 100.000%	100%
S-108080	Surface Lease	Active	Atha Energy Corp.: 100.000%	100%
MC00000023	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00013915	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014825	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014826	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014827	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014828	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014829	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014830	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014831	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014832	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014833	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014834	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014835	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014836	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014837	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014838	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014839	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014840	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014841	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014842	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014843	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014844	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014845	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015142	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015218	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015220	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015223	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015227	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015229	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00015231	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015233	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015236	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015238	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015239	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015241	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015242	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015243	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015244	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015246	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015248	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015249	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015251	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015253	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015254	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015257	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015258	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015259	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015260	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015261	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015262	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015263	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015264	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015265	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015266	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015267	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015268	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015269	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015270	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015271	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015272	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015273	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015274	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015275	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00015276	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015277	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015278	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015279	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015280	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015281	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015282	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015283	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015284	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015285	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015286	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015287	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015288	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015289	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015290	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015291	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015292	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015293	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015294	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015295	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015296	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015297	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015298	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015299	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015300	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015301	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015302	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015303	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015304	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015305	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015306	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015307	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015308	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015309	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00015310	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015311	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015312	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015313	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015315	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015317	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015318	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015321	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015322	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015325	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015326	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015327	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015328	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015329	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015330	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015331	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015332	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015333	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015334	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015335	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015336	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015337	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015339	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015340	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015341	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015342	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015343	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015344	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015345	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015347	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015354	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015355	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015356	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015359	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00015361	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015362	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015363	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015364	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015365	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015371	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015373	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015374	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015375	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015378	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015381	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015383	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015388	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015390	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015392	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015393	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015394	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015395	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015396	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015397	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015400	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015401	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015402	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015406	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015410	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015412	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015414	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015416	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015417	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015418	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015419	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015420	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015421	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015422	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00015426	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015428	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015429	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015430	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015431	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015432	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015609	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015610	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015611	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015612	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015613	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015614	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015615	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015616	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015617	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015618	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015619	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015620	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015621	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015622	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015623	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015624	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015625	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015626	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015627	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016260	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016261	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016262	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-111732	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016365	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016366	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016367	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016368	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00016369	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00016370	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-111634	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-111731	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-111733	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-111734	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00011223	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-112081	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-112082	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014654	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014655	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014656	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014657	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014658	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014659	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014660	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014661	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014670	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014671	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014672	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014673	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014674	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014675	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014676	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014677	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014678	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014679	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014680	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014681	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014682	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014683	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014684	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014685	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014686	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014687	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	Owners	Percentage
MC00017528	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017642	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017643	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017644	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017650	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
S-112065	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017746	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017747	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017748	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017749	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017750	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017751	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017752	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017753	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017754	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017755	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017756	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017757	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017758	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017759	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017760	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017761	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017762	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017763	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017764	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017765	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00017766	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Alberta Portfolio

Agreement #	Type	Status	Participants	Current Expiry Date	Term Date
9321110081	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110082	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25

Agreement #	Type	Status	Participants	Current Expiry Date	Term Date
9321110083	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110084	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110085	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110086	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110087	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110088	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110089	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110090	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110091	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110092	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110093	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110094	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110095	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110096	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110097	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110098	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110099	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110100	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110101	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110102	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-25
9321110103	Rock Hosted Mineral Permit	Active	ATHA ENERGY	9999-12-31	2021-11-25

Agreement #	Type	Status	Participants	Current Expiry Date	Term Date
	(93)		CORP.		
9321110104	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110105	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110106	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110107	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110108	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110109	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110110	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321110111	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-11-26
9321120122	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120123	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120124	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120125	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120126	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120127	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120128	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120129	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120130	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24
9321120131	Rock Hosted Mineral Permit (93)	Active	ATHA ENERGY CORP.	9999-12-31	2021-12-24

Atha 10% Carried Interest

Disposition #	Type	Status	OWNERS	Percentage (CI)
S-108047	Surface Lease	Active	ISOENERGY LTD.: 100.000%	10%
S-108048	Surface Lease	Active	ISOENERGY LTD.: 100.000%	10%
S-108061	Surface Lease	Active	ISOENERGY LTD.: 100.000%	10%
S-113459	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113458	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113457	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113456	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113455	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113454	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113453	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113452	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113451	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113450	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113449	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113448	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113447	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113446	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113445	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113444	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113443	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113442	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113441	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113440	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%

Disposition #	Type	Status	OWNERS	Percentage (CI)
S-113439	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113438	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113437	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113436	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113435	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113434	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113433	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113432	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113431	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113430	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113429	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113428	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113427	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113426	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113425	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113424	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113423	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113422	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113420	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113419	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-113421	Surface Lease	Active	NXE ENERGY SW1 LTD.: 100.000%	10%
S-107937	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%

Disposition #	Type	Status	OWNERS	Percentage (CI)
S-113882	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113881	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113880	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113879	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113868	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113867	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113866	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113872	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113871	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113870	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113869	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113884	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113865	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113864	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113863	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113862	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113861	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113860	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113878	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113877	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113876	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113875	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113874	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113873	Surface Lease	Active	NexGen Energy Ltd.: 100.000%	10%
S-113310	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113309	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113308	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113307	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113321	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113320	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113319	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%

Disposition #	Type	Status	OWNERS	Percentage (CI)
			100.000%	
S-113318	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113317	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113316	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113311	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113312	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113313	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113314	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%
S-113315	Surface Lease	Active	NXE ENERGY SW3 LTD.: 100.000%	10%

Stallion Claims

Stallion entered into an option agreement dated July 18, 2023 (the “Agreement”) with the Purchaser providing Stallion the option (the “Option”) to acquire from the Purchaser a 70% interest in 47 mineral claims covering 547,524 acres in Saskatchewan’s Western Athabasca Basin (the “Project”). Following the exercise of the Option, the Purchaser and Stallion will commence a joint venture on the Project with the Purchaser’s 30% interest subject to an existing 5% carried interest in favour of a third party.

Disposition #	Type	Status	OWNERS	Percentage
MC00014825	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014826	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014827	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014828	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014829	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014836	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014837	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014838	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015241	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015262	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015264	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015277	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015278	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015279	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015280	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

Disposition #	Type	Status	OWNERS	Percentage
MC00014839	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014840	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014841	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014842	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014843	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014844	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014845	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015243	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015253	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015282	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014830	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014831	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014832	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014833	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014834	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00014835	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015610	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015614	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015616	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015617	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015618	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015619	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015620	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015621	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015622	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015623	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015624	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015625	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015626	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%
MC00015627	Mineral Claim	Active	Atha Energy Corp.: 100.000%	100%

EXECUTION

Executed as a deed.

Executed by 92 Energy Limited ACN 639 228
550 in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director

*Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed by an authorised signatory of **Atha
Energy Corp.:**

Signature of authorised person

Name of authorised person
BLOCK LETTERS